

## **EXHIBIT 1**



## FCC Form 470 – Funding Year 2016

Form 470 Application Number: 160009238

FY17 WAN

### Billed Entity

MISSOULA COUNTY HIGH SCHOOLS  
215 S 6TH ST W  
MISSOULA, MISSOULA, MT 59801-4028  
406-728-2400

### Contact Information

Dan Parrish  
dparrish@mcps.k12.mt.us  
406-728-2400 ext.3031

**Billed Entity Number:** 135105

**FCC Registration Number:** 0001628148

### Application Type

**Applicant Type:** School District  
**Recipients of Services:** Public

**Number of Eligible Entities:** 18

### Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
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### Consultants

Name	Phone Number	Email
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### RFPs

Id	Name
4172	MCPS WAN RFP 2015 FINAL 003

### Category One Service Requests

Service Type	Function	Other	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Maintenance and Technical Support?	Associated RFPs
Internet Access and/or Telecommunications	Dark Fiber				22	4	Fiber Strands	Yes	Yes	4172
Internet Access and/or Telecommunications	Lit Fiber Service		1 Gbps	10 Gbps	22	1	Circuits	Yes	Yes	4172
Internet Access and/or Telecommunications	Self-provisioning		Detailed in RFP	Detailed in RFP	22	Detailed in RFP	Detailed in RFP	Yes	Yes	4172

### Description of Other Functions

Id	Name
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Narrative

### Installment Payment Plan

Range of Years: 1 - 4 Years

Payment Type: Annual

## Category Two Service Requests

Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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## Description of Other Manufacturers

Id	Name
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Narrative

## Technical Contact

Hatton Littman  
Director of Technology and Communications  
406-728-2400 ext.1024  
hlittman@mcps.k12.mt.us

## State and Local Procurement Restrictions

For items costing \$80,000 or more, the District must advertise for and accept bids.
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## Recipients of Service

Billed Entity Number	Billed Entity Name
135105	MISSOULA COUNTY HIGH SCHOOLS

## Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

### Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge

that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

#### **Authorized Person**

Dan Parrish  
MISSOULA COUNTY HIGH SCHOOLS  
215 S 6TH ST W  
MISSOULA, MISSOULA, MT 59801-4028  
406-728-2400 ext.3031  
dparrish@mcps.k12.mt.us

#### **Certified Timestamp**

12/10/2015 07:30 PM EST

## **EXHIBIT 2**

**MISSOULA COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS**

**RFP Title:**

**Missoula County Public Schools – Wide Area Network**

**RFP Response Due Date and Time:**

**Wednesday, February 3, 2016  
3:00 p.m., Local Time**

**Number of Pages: 43**

**ISSUING INFORMATION**

**District Procurement Contact:  
Hatton Littman**

**Issue Date:**

**Thursday, December 10, 2015**

**Missoula County Public Schools  
Business Building  
915 South Avenue  
Missoula, MT 59082**

**Phone: (406) 728-2400  
Fax: (406) 542-4009  
  
Website: [www.mcpsmt.org](http://www.mcpsmt.org)**

**INSTRUCTIONS TO OFFERORS**

**Return Sealed Proposal to:**

**Missoula County Public Schools  
Attention: Hatton Littman  
915 South Avenue  
Missoula, MT 59802**

**Mark Face of Envelope/Package: MCPS WAN RFP**

**RFP Number:**

**RFP Response Due Date: February 3, 2016**

**Special Instructions:**

**Mandatory Pre-Proposal Conference. Refer to Section 1.4 for more information.**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**



*Forward Thinking, High Achieving.*



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INSTRUCTIONS TO OFFERORS

It is the responsibility of each Offeror to:

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to the sections required in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the District or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the District. The proposals are evaluated based solely on the information and materials provided in your response.

**Use the forms provided**, i.e., cover page, Information form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items **MUST** be included in the response to be considered responsive.

Failure to include any of these items may result in a nonresponsive determination.

**RFP Cover Sheet.**

**Signed Company Information Form.**

**Signed Addenda (if applicable).**

**Point-by-Point response to sections and subsections required per Section 1.6.1.**

**Complete answers to all requirements of Sections 2, 3, and 4.**

**Correctly executed State of Montana “Affidavit for Trade Secret Confidentiality” form if claiming information to be confidential or proprietary (per Section 1.10).**

## SCHEDULE OF EVENTS

### Milestone Schedule 2015- 16

<u>Event</u>	<u>Date on or before</u>
RFP Released .....	December 10, 2015
Bid advertised and bid document posted on the district website ( <a href="http://www.mcpsmt.org">www.mcpsmt.org</a> )	
Pre-Proposal Conference & Site Tour .....	December 17, 2015 & January 6, 2016
( <b>MANDATORY</b> requirement for Proposers to attend one conference.)	
Meet at 10:00 AM at the MCPS Business Building, 915 South Avenue West for pre-proposal conference followed immediately by MCPS site tour. Bus transportation will be provided.	
Pre-Proposal Questions Due .....	January 8, 2016
Written Responses Distributed .....	January 15, 2016
Proposal Due Date / Bid Opening.....	February 3, 2016
Proposals due by 3:00 PM MST on February 3 <sup>rd</sup> , 2016.	
Bid Opening to commence at 3:30 on February 3 <sup>rd</sup> , 2016 at the MCPS Business Building, 915 South Avenue West	
Notification of Interviews .....	Week of February 15, 2016
Offeror Interviews / Product Demonstrations .....	Week of February 22, 2016
Anticipated Acceptance of Selected Proposal by Trustees.....	March 8, 2016
Anticipated Contract Award by Trustees.....	March 22, 2016
Substantial Completion Date .....	June 15, 2016
Final Completion and Commissioning Completion .....	July 1, 2016

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### **1.0 PROJECT OVERVIEW**

Missoula County Public Schools seeks a solution for the long term Wide Area Network needs for the District. The successful offeror will propose a system that is future proof, expandable, cost effective and functional that the district determines to best meet the needs of Missoula County Public Schools.

### **1.1 CONTRACT TERM**

The contract term will be determined based on the awarded proposal. The anticipated contract term for Leased Lit Service is 3-5 years, the anticipated term for Dark Service is 10 years, the anticipated term of Dark Lease with an IRU is the useful life of the fiber anticipated to be 20 years. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the District. For self-provisioning, MCPS will be the owner of the resulting fiber system and will contract for services, as needed, to maintain the fiber and offer services to MCPS facilities. This contract, including any renewals, may not exceed a total of 20 years, at the option of the District.

### **1.2 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and the selection is announced by the District, **Offerors are not allowed to communicate with any Missoula County Public Schools staff or officials regarding this procurement, except at the direction of Hatton Littman**, the District's appointed contact in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. All written questions or comments submitted via mail, fax or email must include MCPS WAN RFP in the subject line or clearly marked on the outside of the envelope. Contact information for the single point of contact is as follows:

District Contact: Hatton Littman  
Telephone Number: (406) 728- 2400 x 1024  
Fax Number: (406) 542-4009  
E-mail Address: [hlittman@mcps.k12.mt.us](mailto:hlittman@mcps.k12.mt.us)  
915 South Avenue  
Missoula, MT 59802

### **1.3 REQUIRED REVIEW**

**1.3.1 Review RFP.** Offerors should carefully review the instructions; mandatory requirements, specifications, and Standard Terms and Conditions set out in this RFP and promptly notify the District contact identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The District will

make any final determination of changes to the RFP.

**1.3.2 Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the District contact referenced above on or before 2PM local time on **Friday, January 8, 2016**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.3.3 District's Response.** The District will provide an official written response by **Friday, January 15, 2016** to all questions received by **Friday, January 8, 2016**. The District's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the District. Any formal written addendum will be posted on the Missoula County Public School's website RFP at <http://www.mcpsmt.org> by the close of business on the date listed. **Missoula County Public Schools will issue any necessary Addenda. Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.4 PRE-PROPOSAL CONFERENCE**

Two Pre-Proposal Conferences will be conducted at the MCPS Business Building on Thursday December 17, 2015 and Wednesday, January 6, 2016 from 10:00AM to 5:00PM. Site visits will begin immediately after the Pre-Proposal Conference. **It is a MANDATORY requirement that all Offerors attend a conference on one of these dates.** Offerors may use this opportunity to notify the District of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the District. A mandatory tour of representative "District Sites" will follow the pre-proposal conference. The District will provide transportation to the sites. The District requests that all pre-proposal conference questions be submitted **by 2:00 MST on Thursday, December 31, 2015 to Hatton Littman, the single point of contact for the RFP**, so that answers can be prepared for the Thursday, January 6, 2015 meeting.

An authorized representative for Offerors must attend the conference and site inspections in person. Primary subcontractors are encouraged to attend the conference, however they are not required to have a representative at the pre-proposal conference and site visits to be included within the prime contractor's proposal package. The conferences will be held Thursday December 17, 2015 from 10:00AM to 5:00PM and Wednesday, January 6, 2016 from 10:00AM to 5:00PM at:

Location:	MCPS Business Building 915 South Avenue Missoula, MT
Time:	10:00 am to 5:00PM
Site Visits:	Immediately following Pre-Proposal Conference

**Offerors who did not have an authorized representative attend the Pre-proposal conference and site visits will be disqualified at the beginning of the review process.**

## **1.5 GENERAL REQUIREMENTS**

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an Offeror must meet all mandatory requirements. The District will determine compliance with the intent of all requirements. Responses that do not meet the full intent of all

requirements listed in this RFP may be subject to point deductions during the evaluation process or may be deemed non-responsive.

**1.5.1 Negotiation of Standard Terms and Conditions.**

**By submitting a response to this RFP, Offeror agrees to acceptance of the standard terms and conditions and agrees that the standard terms and conditions shall be incorporated into any additional contract documents that may be negotiated after an award is made.** Much of the language included in the Standard Terms and Conditions reflects requirements of Montana law. Requests for additions or exceptions to the Standard Terms and Conditions, including any necessary licenses, or any added provisions must be submitted to the District contact referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The District reserves the right to address nonmaterial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material exceptions requested and granted to the Standard Terms and Conditions will be addressed in a formal written addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP. The District will make any final determination of changes to the Standard Terms and Conditions.

**1.5.2 Resulting Contract.**

This RFP and any addenda, the Offeror's RFP response, including any amendments, and any clarification question responses shall be included in any resulting contract as if it was bound thereto. Upon making the award, the District will enter into negotiations with the highest scoring Offeror to whom the award is made that incorporates the documents specified herein as well as any additional terms determined appropriate by the parties. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the District, will govern in the same order of precedence as listed in the contract. By submitting this RFP, Offeror acknowledges that the resulting contract must be approved by the Board of Trustees and that no contractual relationship with the Offeror exists until execution of the resulting contract upon Board approval.

Notwithstanding anything in this RFP to the contrary, the District reserves the right with regard to any property forming a part of the Wide Area Network that is financed with tax-exempt bonds of the District to require provisions and/or arrangements to ensure that interest on the bonds will not be includable in gross income of the bondholders for federal income tax purposes. Such provisions or arrangements may include, for illustrative purposes only and without limitation, that any grant of rights (including an IRU or otherwise) to the District is the functional equivalent of the District acquiring a capital asset and that the term of any grant or arrangement is at least the useful life of the financed property. The proposers understand and agree that these requirements for tax-exempt bond financing may alter material terms of this RFP, and the proposers \nonetheless agree to these requirements in order that tax-exempt bond proceeds may be made available to the District to finance all or portions of the property forming a part of the Wide Area Network.

**1.5.3 Understanding of Specifications and Requirements.** By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

**1.5.4 Prime Contractor/Subcontractors.** The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The District reserves the right to approve all subcontractors. The contractor shall be responsible to the District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons

employed directly by the contractor. The Prime Contractor shall ensure in writing that through any contracts that all subcontractors will be bound by the terms and conditions set forth in any resulting contract between the District and Prime Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the District.

**1.5.5 Offeror's Signature.** The proposals must be signed in blue ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the District from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

**1.5.6 Offer in Effect for 180 Days.** A proposal may not be modified, withdrawn or canceled by the Offeror for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events.

## **1.6 SUBMITTING A PROPOSAL**

**1.6.1 Organization of Proposal.** Offerors must organize their proposals according to the format specified below in order to be considered responsive by the Evaluation Committee. **All proposals must be organized into five (5) sections** with tabs separating each section. Each TAB must contain a heading stating the following:

Section Number	Description	Max Number of Pages
SECTION 1.0	Introduction	2
SECTION 2.0	Scope of Project	5
SECTION 3.0	Qualifications	15
SECTION 4.0	Cost Proposal	8 pages per solution proposed
SECTION 5.0	Attachment 1 –Spec Sheets & Drawings	No limit

Pages must be numbered sequentially and preferably printed on both sides. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

**"(Offeror's Name)" understands and will comply.**

A page is comprised of one side of a piece of 8.5" X 11" paper with margins set no less than .75 and utilizing Arial or Times New Roman size 12 font. Diagrams, charts, maps and tables must also be on 8.5" X 11" paper with margins set at no less than .75 and utilize a font size of 12 or greater. Design Drawings shall be Arch D sized (24"x36").

Binding for each of the proposal copies shall be accomplished via 3 hole punched paper and three (3) ring binders with divider tabs between each section of the proposal.

**Section 1.0** of the proposal will contain an Introduction of the Company submitting the proposal. In addition, this section must contain a statement from the Offeror that the entire RFP has been read, understood and that all Sections, Subsections, Appendices, Addenda, and Standard Terms/Conditions will be complied with unless specifically noted in the response. Each Offeror who submits a proposal will certify in writing in Section 1.0 in a

point-by-point response format that the following topics have been read, understood and agreed to:

- 1.5.3 Understanding of Specifications and Requirements
- 1.5.6 Offer in Effect for 180 Days
- 1.7.1 District Not Responsible for Preparation Costs
- 1.7.2 All Timely Submitted Materials Become District Property

**Section 2.0** of the proposal will respond to all sections and subsections as requested within the Scope of Project (Section 2.0) identified in this RFP.

**Section 3.0** of the proposal will respond to all sections and subsections as requested within the Qualifications (Section 3.0) requirements identified in this RFP.

**Section 4.0** of the proposal will respond to all sections and subsection as requested within the Cost (Section 4.0) requirements identified in this RFP.

**Attachment 1** of the proposal will be the specification sheets and drawings for the equipment and software proposed in Section 2.0. Organize specification sheets in the order that they appear in Section 2 for the equipment on this project only. The Specification sheets must be in the order the products are presented in the proposal. Only specification sheets for products included in the design/build are to be included in Attachment 1.

**1.6.2 Formatting, style, etc.** All proposals must clearly spell out any acronyms used in the response each time the acronym is utilized. The proposal must keep the use of acronyms to a minimum.

An Offeror responding to a question with a response similar to, "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted in entirety to the District in the RFP response without additional references. Any cross-references must be listed with paragraph and page number. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. **The Evaluation Team is not required to search through literature or the RFP to find a response.**

**1.6.3 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. The District may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.6.4 Copies Required and Deadline for Receipt of Proposals.** Offerors must submit one original and ten (10) copies to Missoula County Public Schools. Proposals must be received at the Business Office of Missoula County Public Schools, 915 South Avenue, Missoula, MT prior to 3:00PM, February 3, 2016. Proposals received after this time will not be accepted for consideration. **Facsimile or electronic submissions are not acceptable.**

**1.6.6 Late Proposals.** *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

## **1.7 COST OF PREPARING A PROPOSAL**

**1.7.1 District Not Responsible for Preparation Costs.** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the District are entirely the responsibility of the Offeror. The District is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals or any other costs incurred by the Offeror prior to execution of a contract. *Note: The District may ask for a site visit to one of the listed references in a response to this RFP. It will be the responsibility of the District to coordinate and pay for the transportation of up to three (3) evaluation committee members/advisors to the site visit between the District and the selected reference. (see section 3.0). The Offeror shall pay for all costs of their personnel to attend a site visit.*

**1.7.2 All Timely Submitted Materials Become District Property.** All materials submitted in response to this RFP become the property of the District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the District and Offeror resulting from this RFP process.

## **1.8 AUTHORITY**

This RFP is issued under the authority of Title 18, MCA (Montana Code Annotated) and Administrative Rules of Montana relating thereto. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

## **1.9 OFFEROR COMPETITION**

The District encourages free and open competition among Offerors. Whenever possible, the District will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the District's need to procure technically sound, cost-effective services and supplies.

**1.9.1 Collusion** The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Missoula County Public Schools from obtaining the best possible supply or service.

## **1.10 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**1.10.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public inspection shortly after the time for receipt of proposals has passed with the following three exceptions:

1. Trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA;
2. Matters involving individual safety as determined by the District; and
3. Other constitutional protections.

**1.10.2 Procurement Contact Review of Proposals.** Upon receipt of proposals, all marked trade secrets and



company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (as defined in Section 1.10.3 “Claims to Keep Information Confidential” statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation. **NOTE:** It is the Offerors (vendors) responsibility to contact the District Representative for notification of public (evaluation) meeting dates, locations and times. The District will post notification of the meetings on the Missoula County Public Schools website: website <http://www.mcpsmt.org> a minimum of three (3) business days before the evaluation committee meeting.

**1.10.3 Claims to Keep Information Confidential.** In order for an Offeror to request that material be kept confidential as permitted in 1.10.1, the following conditions must be met:

- (a) Confidential information must be clearly marked and separated from the rest of the proposal.
- (b) The proposal may not contain confidential material in the cost or price.
- (c) An affidavit from an Offeror’s legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana “Affidavit for Trade Secret Confidentiality” in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau’s website: [www.discoveringmontana.com/doa/ppd/tradesecretaffidavit.pdf](http://www.discoveringmontana.com/doa/ppd/tradesecretaffidavit.pdf) or by calling (406) 444-2575.
- (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

## **1.11 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**1.11.1 Initial Classification of Proposals as Responsive or Nonresponsive.** All proposals will initially be classified as either “responsive” or “nonresponsive,”. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

**1.11.2 Determination of Responsibility.** The district will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

**1.11.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation in order to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the District may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine

the most advantageous offering to the District. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations. Firms are not allowed to provide supplemental or clarifying information during evaluation meetings. This information shall be requested in writing by the district.

**1.11.4 Completeness of Proposals.** Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

**1.11.6 Opportunity for Discussion/Negotiation** Although proposals may be accepted, and a contract awarded without discussion, the District may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Missoula, Montana, to discuss technical and contractual aspects of the proposal at no cost to the District.

**1.11.7 Offeror Interview/Product Demonstration.** After receipt of proposals and prior to the determination of the award, responsive respondents may be required to make an oral presentation and product demonstration in Missoula, Montana, to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense. Offerors who submit a proposal deemed to meet or exceed the intent of the RFP and deemed by the District as being potential awardees will be invited to an interview and offered an opportunity to conduct a Product Demonstration the week of **February 22, 2016** in Missoula, Montana. Requirements will be distributed in advance.

**1.11.8 Evaluator/Evaluation Committee Recommendation for Award.** The evaluator/ evaluation committee will provide a written recommendation for award to the District procurement contact that contains the scores, justification, and rationale for the decision. The District Contact will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible Offeror that achieves the highest score and is, therefore, the most advantageous to the District. All recommendations for the award are subject to final approval by the MCPS Board of Trustees.

**1.11.9 Request for Documents Notice.** Upon concurrence with the evaluator's/ evaluation committee's recommendation, the District Contact will issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place and Notice to Proceed has been provided to the Offeror.** The District Contact will notify all other Offerors of the District's selection.

**1.11.10 Contract Negotiation and Execution.** Upon receipt of all required materials requested in the "Request for Documents Notice," the District will enter into negotiations with the highest scoring Offeror for a contract, incorporating the Standard Terms and Conditions attached as Appendix A, as well as this RFP and any addenda and highest scoring Offeror's response to the RFP (and any amendments). The highest scoring Offeror will be expected to negotiate in good faith and agree to all material requirements contained herein

and set out in Appendices A of this RFP. If the highest scoring Offeror does not accept all material requirements or an agreement cannot be reached after good faith negotiations, the District may move to the next highest scoring Offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties and the Notice to Proceed has been provided by the District.

## **1.12 DISTRICT'S RIGHTS RESERVED**

While the District has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Missoula County Public Schools to award and execute a contract. Upon a determination such actions would be in its best interest, the District, in its sole discretion, reserves the right to:

- Waive any formality,
- Cancel or terminate this RFP ;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the District not to proceed with contract execution; or
- If awarded, terminate any contract if the District determines adequate District funds are not available.

## **1.13 BID AND PERFORMANCE SECURITY**

**1.13.1 Bid Security.** Bid Security shall be made payable to the District, Missoula County Public Schools, in the amount of 10% of the Bid Sum. Security shall be either by certified check or Bid Bond issued by a surety licensed to conduct business in the State of Montana. The successful offeror's security will be retained until he has signed the Contract and furnished the required, one hundred percent (100%) total construction cost, payment and performance bonds. The District reserves the right to retain the security of the following two highest scoring offerors until the successful offeror enters into a Contract or until sixty (60) days after Bid Opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the District will retain his Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the Submission of Bid.

**1.13.2 Performance, Labor and Material Payment of Bonds (MT).** The District requires the successful Offeror to furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract. The District requires the successful Offeror to furnish a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the standard form.

The contract performance security must be provided to Missoula County Public Schools within 10 working days from the Notice of Contract Award. This security must remain in effect for the entire installation contract period and until final approval of the project by the District after the commissioning process has issued acceptance.

The original surety bond form must be mailed to the following address:

**Missoula County Public Schools**  
**ATTN: Hatton Littman**  
**915 South Avenue**  
**Missoula, MT 59802**

#### **1.14 GENERAL INSURANCE REQUIREMENTS**

The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from, or in connection with, the performance of the work by the Contractor, agents, employees, representatives, assigns, or sub-contractors. The insurance shall cover such claims as may be caused by any negligent act or omission. The project insurance requirements are provided within the standard terms and conditions located within Appendix A of this RFP. Each offeror shall fully acquaint themselves with these requirements and shall have the ability to comply with the insurance requirements specified within the standard terms and conditions.

#### **1.15 WORKERS' COMPENSATION INSURANCE/INDEPENDENT CONTRACTOR EXEMPTION**

The successful Offeror is required to supply Missoula County Public Schools with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the Offeror while performing work for the District. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Offeror nor its employees are employees of the District. The proof of insurance/exemption must be valid for the entire contract period and must be received by Missoula County Public Schools within 10 working days of the issuance of a Request for Documents notice. Documents must be sent to:

**Missoula County Public Schools**  
**ATTN: Hatton Littman**  
**915 South Avenue**  
**Missoula, MT 59802**

Contracts will not be issued to Offerors who fail to provide the required documentation within the allotted time frame. Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

#### **1.16 COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to: the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. These are included by reference and therefore become a binding part of any contract resulting from this solicitation.

## **1.17 CONTRACT PROVISIONS, TERMS, AND RENEWALS**

**1.17.1 Contract Provisions** This RFP and any addenda, the Offeror's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the standard terms and conditions which shall be incorporated into any contract between the District and the successful Offeror.

**1.17.2 Term Preclusions** Offerors should notify the District of any terms within the standard terms and conditions in Appendix A that either preclude them from responding to the RFP or add unreasonable cost. This notification must be made in writing by the deadline for receipt of written inquiries.

**1.17.3 Contract Renewals** Any contract is contingent upon the type of agreement entered into by the parties, purchase or lease/lease-purchase. Renewals of the contract, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to the District, not to exceed a total of ten (10) years, at the option of the District.

**1.17.4 Contract Terms/Price Reductions** The Offeror agrees that, through the term of the contract and any agreed-upon extension, the District will be entitled to any price reductions at least equal to any lower prices made available to any other customer or the public in general. In the case of lit leased service, if the price at any bandwidth level of the offeror's contract pricing with the district deflates by 10% or more, the Offeror is required to decrease the monthly fees to lower price. Annual evaluation of offeror's pricing to all clients within 50 miles of Missoula, MT will be conducted by the Offeror and the district as the basis for the pricing evaluation.

**1.17.5 Contract Terms/Price Increases** Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the District. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value. Notice of consideration of price increases or notice of negotiations for a price increase must be given at least 45 days prior to the renewal date of the contract. Failure to meet this requirement will cause any potential price increase to be invalid.

## **1.18 PROJECT ACCEPTANCE**

The District shall use system commissioning as the method to determine if the project was completed per the contract documents. Commissioning is a process of documentation to ensure that the entire fiber Wide Area Network has been designed, installed, functionally tested, and capable of being operated and maintained in accordance with the contract documents. The District will contract an advocate as the Commissioning Authority (CA) for this process. Elements of the process will include, but not be limited to, review and evaluation of the following:

- a. Functionality tests and monitoring
- b. System documentation
- c. System performance and acceptance documentation
- d. Training Requirements
- e. Equipment submittal approval
- f. Quality of installation and standards compliance
- g. Compliance with local, state and federal codes

- h. Operations and Maintenance materials
- i. Warranty issues
- j. Maintenance schedules
- k. Billing and financial adherence to RFP and contract language.

The Offeror shall have the sole responsibility to correct any design deficiencies or equipment failures found during the commissioning process that are part of the Contract Documents. The Offeror will document in writing that the corrections have been made. The District and the Offeror shall mutually come up with a document to validate the system and all of its features and functions as part of the commissioning process.

The testing program will objectively verify that the entire fiber Wide Area Network performs in accordance with the Contract Documents. The vendor shall provide a published list of features, standards, specifications, options and similar items for each component of the system, including software, which will be used as the basis for functional testing and contract compliance. System commissioning shall be accomplished after the completion of the installation. The commissioning documents will be based upon a mutually accepted set of standards. The system's performance and equipment acceptance documentation will define final completion for this project. The system warranty will begin with the granting of final completion. The District will withhold 5% of the identified installation costs and final payment will not be made until the vendor obtains final completion.

## SECTION 2: SCOPE OF PROJECT

### 2.1 Introduction

This Request for Proposal (RFP) provides interested suppliers with sufficient information to prepare and submit Proposals for consideration with the intent of contracting the fiber-based infrastructure for the Missoula County Public Schools (MCPS) wide area network. The current MCPS network has a single core located at the Business Building (915 South Avenue West) that provides services to all campuses and facilities. The current Network Operations Center (NOC) is located at the MCPS, Business Building, 915 South Avenue West, Missoula, MT 59801. MCPS has more than 8,900 students, 1,200 personnel and 22 instructional and administrative campuses made up of 9 Elementary schools, 3 Middle (MS) schools, 4 High Schools, 1 Alternative school, and 5 administrative and instructional buildings. MCPS currently has a point-to-multipoint wireless Ethernet network service contract that expires on June 30, 2016.

### 2.2 Work Included

- 2.2.1 MCPS shall evaluate fiber-based network infrastructure proposals for the MCPS Wide Area Network solution for all campuses and facilities to replace the current wireless circuit based network. MCPS shall evaluate long term contract options for a fully managed lit service, leased dark fiber, dark fiber IRU or self-provisioned fiber, as defined by the FCC Second E-Rate Modernization Ruling. These services are detailed later in section 2.
- 2.2.2 For each service option, Non-Recurring Costs shall be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows District to request payment of discount portion of NRCs in the first year of service. The District requests to pay the non-discount share (share of special construction costs that are the responsibility of the applicant), to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.
- 2.2.3 Lit Service: Lit service, as defined by MCPS, is a fully managed service, where the offeror owns the infrastructure, places the equipment and manages the service. The bandwidth requirements of the network are a minimum of 1 Gbps to each facility upon initiation of the Contract with option to upgrade to 10Gbps to each facility on or before June 30, 2017.
- 2.2.4 Dark Fiber Lease: The solution shall provide a 10 year lease cost for 4 dedicated strands of fiber connectivity from each MCPS facility to the Data Center (DC) at:
  - Missoula County Public Schools
  - Business Building
  - 915 South Avenue West
  - Missoula, MT 59801
- 2.2.5 Dark Fiber IRU: The solution shall provide an Indefeasible Right to Use (IRU) cost for 4 dedicated strands of fiber connectivity from each MCPS facility to the Core Data Center (District Hub) at 915 South Avenue West.
- 2.2.6 The proposal shall also include pricing for 6, 8, 10, and 12 dedicated strands from each MCPS facility to the Data Center (DC).
- 2.2.7 Self-Provisioning - The proposal shall include the price for offeror to build and provide a fiber system of 12 strands of fiber from each MCPS facility to the Data Center (DC) at:
  - Missoula Count Public Schools
  - Business Building
  - 915 South Avenue West
  - Missoula, MT 59801

MCPS would own the entire fiber system that services these facilities.
- 2.2.8 Offerors may bid on any or all of the options. Proposals for all options shall include:
  - 2.2.8.1 The lit, dark fiber leased, dark fiber IRU or self-provisioned fiber network infrastructure. The proposal shall

include a complete description (including a map/schematic) of the routes used to deliver fiber to the facilities and any non-District facilities required to support the District network. The District shall be given the opportunity to inspect all routes and facilities that comprise the network during the evaluation of the proposals.

- 2.2.8.2 The service provider shall provide the conduit and routing from the public right of way into MCPS facility. The cable shall terminate into the MCPS Main Communication closets at each facility. The service may be terminated on an existing single mode fiber panel or the proposal may include a new fiber panel within the existing telecommunication rack.
- 2.2.8.3 The modulating equipment (if any) required to interface a lit fiber solution with the District's existing Juniper Networks Distribution switches.
- 2.2.8.4 The SLA and ongoing cost of the fiber infrastructure and modulating equipment required to light the fiber.

## **2.3 Questions**

Bidders needing clarification or finding errors, omissions, or corrections in the specifications shall contact Hatton Littman by email no later than 016 at 2:00PM. Requests after this date shall not be answered. Any information pertaining to any requests for clarification or corrections shall be sent out in an addendum before the proposal is due.

## **2.4 General Requirements for Fiber Solutions**

- 2.4.1 Required Notice to Proceed - MCPS shall follow the purchasing policies of the MCPS Board and requirements and procedures of the Universal Service Administrative Company's (USAC) Schools and Libraries Division and the E-rate program to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive process shall be dependent on the District's issuance of a written Notice to Proceed. E-rate funding notification alone shall not signify Notice to Proceed. The district shall have the right to allow the contract to expire without implementation if appropriate funding does not come available.
- 2.4.2 E-Rate Eligible Service Provider - The information in this Request for Competitive Sealed Proposal [RFP] is provided in conjunction with the Schools and Libraries Division [SLD] Forms 470 and 471, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. Bidders must have a valid Service Provider Identification Number [SPIN]. Temporary SPIN numbers will be acceptable but must be followed by a permanent SPIN number before the contract can be executed. Telecommunications providers must also be registered ("common carrier") providers as defined by the SLD. The District utilizes the BEAR (Form 472) process to receive appropriate ERate discounts. Respondents to the RFP must be familiar with this method and capable of processing invoices under this system. Respondents to the RFP must be in good standing with the E-Rate program. If a provider is not an E-Rate eligible service provider, the proposal shall be based on 0% discount in the overall cost evaluation versus the applicable discount with E-Rate eligible providers. Currently the discount is 60% for the 2015-16 fiscal year.
- 2.4.3 E-Rate 2.0 Modernization Order Provisions - This RFP requests fiber-based services based on the descriptions, cost and contract terms defined within the FCC December 2014 Second E-rate Modernization Order FCC 14-189.
- 2.4.4 Competitive Bidding Considerations
  - 2.4.4.1 MCPS shall conduct fair and open competitive bidding processes.
  - 2.4.4.2 MCPS shall select the proposal which best meets the needs of the district.
  - 2.4.4.3 MCPS shall utilize a single rubric to evaluate the technical response as well as the cost factors to establish the top proposal.
  - 2.4.4.4 Price of eligible products and services are the most heavily weighted bid evaluation factor.
  - 2.4.4.5 MCPS has determined 10 years with an option for an additional 10 year contract extension as the most reasonable, defensible period of time for the comparison of the fiber proposals.
  - 2.4.4.6 For Dark Fiber Lease, MCPS is using a 10 year contract term with options for an additional 10 years through two (2), five year contract extension or shall consider a 15 year contract term proposal based on an expected useful life of 20 years. For a Dark Fiber IRU, MCPS considers the term of the IRU to be up to the useful life of the fiber, anticipated to be 20 years. For Self-Provision Fiber, MCPS will be the owner of the fiber facility.
  - 2.4.4.7 MCPS shall compare each proposal option with comprehensive and specific total cost.
  - 2.4.4.8 Applicants must be prepared to explain their assumptions, such as expected useful life.



- 2.4.4.9 MCPS shall divide the total cost of an IRU, lease or self-provisioned fiber by number of years to determine annual cost. MCPS shall compare any dark or self-provisioned fiber proposals to annual lit fiber charge for the required bandwidth.
- 2.4.4.10 MCPS shall utilize all services proposed for the specific use of MCPS WAN.
- 2.4.4.11 The contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or local statutes, ordinances and rules during the performance of any contract between MCPS and the contractor. Any such requirement specifically set forth in any contract document between the contractor and MCPS shall be supplementary to this section and not in substitution thereof.
- 2.4.5 Vendor provided information: The Vendor shall provide the following summary information proposed within the RFP response. This summary information should be accompanied with the detail cost proposals as well as a map/schematic as specified within the RFP.
  - 2.4.5.1 All offers should include a technical description of services proposed.
  - 2.4.5.2 All offers should include a Bill of Materials if network electronics are included in the non-recurring charge.
  - 2.4.5.3 All offers should include e-rate information for evaluation including the service type: telecommunications, internet access or internal connection, a break down into eligible and ineligible e-rate cost and the providers Service Provider Information Number (SPIN).
  - 2.4.5.4 A detailed price breakdown associated to the provider billing, cost model and maintenance model.
  - 2.4.5.5 A detailed timeline of the work to be completed and an estimated completion date.
- 2.4.6 Service Level Agreement
  - 2.4.6.1 Vendor shall provide a description of the proposed services provided with the dark fiber proposal and the Service Levels for the proposed services during the term of the contract. The vendor shall provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal should include, but not be limited to, the following services.
  - 2.4.6.2 Network Availability: the provider shall make all reasonable efforts to ensure 99.99% network availability of the Applicable Fiber.
  - 2.4.6.3 Network Operations Center: Lit and dark fiber solutions shall provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
  - 2.4.6.4 Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team shall initiate an immediate response to resolve any Customer issue. Customer shall receive rapid feedback on trouble resolution, including potential resolution time.
  - 2.4.6.5 Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts shall be provided when implementation schedule is completed.
  - 2.4.6.6 Resolution: The Customer shall be notified immediately once the problem is resolved and shall be asked for verbal closure of the incident.
  - 2.4.6.7 Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan shall be provided to the district.
  - 2.4.6.8 Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage shall be identified.
  - 2.4.6.9 Reports: Upon request, an incident report shall be made available to the Customer within five (5) working days of resolution of the trouble.
  - 2.4.6.10 Link Performance: The service shall maintain the proposed Link Performance throughout the term of the contract.
  - 2.4.6.11 On all lit fiber proposals- verification of contract speeds will be done using JPERF.

## **2.5 Specifications for Self-Provisioned Fiber Solutions**

- 2.5.1 Self-Provisioned Fiber Technical Specifications
  - 2.5.1.1 MCPS shall consider proposals that provide for a special construction project for a MCPS owned fiber network. The network shall provide twelve (12) dedicated strands of single mode fiber from each remote facility to the District's Data Center. The District intends to use multiple strands simultaneously to allow for isolation of IP telephony traffic,

centralized fire and security alarm traffic, and for single fault tolerance. Self-provisioned fiber proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.

2.5.1.2 Provide a proposal for a MCPS owned fiber network based on a special construction project with associated right of way, easements, pole attachments, maintenance, repair and service of the network. This proposal must include a plan and costs for the ongoing emergency maintenance of the fiber network. The preferred topology for this solution is a ring and spoke architecture. Facilities connected to the ring shall include the Business Building, Sentinel High School, Lewis and Clark, Russell, Jefferson, C. S. Porter, Big Sky, Hawthorne, Dickinson Life Long Learning Center, Franklin, Willard, Administration, Hellgate, Paxson, and Washington. The following facilities may be connected by spokes radiating from the ring: Lowell, Rattlesnake, Meadow Hill, Cold Springs, and Chief Charlo, Mt. Jumbo and the iConnect Fiber Hotel. Service to Seeley Swan High School may but need not be included in this topology. A suggested pathway for this solution is provided in Appendix 4. Offerors may propose an alternate topology so long as it provides equal or greater capacity and resiliency.

2.5.1.3 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	Structure
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

## 2.5.2 Self-Provisioned Fiber Construction Agreement

- 2.5.2.1 MCPS considers self-provisioned fiber as infrastructure and requests a one-time cost for any construction or capital cost associated with the proposed network. Offeror shall also provide pricing for maintenance/repair of the fiber infrastructure in the form of an annual, estimated cost for fiber network maintenance.
- 2.5.2.2 Fiber Network: MCPS desires to contract for the construction of a District-owned Fiber Optic network to connect the district properties listed. The Fiber Network is and shall remain the property of the District.
- 2.5.2.3 The District desires that the construction of the self-provisioned network be substantially complete by June 15, 2016 and fully complete by July 1, 2016, but acknowledges that this schedule is challenging. Offerors of self-provisioned solutions shall provide a construction schedule as part of their proposal that details the date of completion of work for each facility. This schedule shall be subject to modification during contract negotiations and incorporated into the final contract. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.5.2.4 Acceptance testing: The Offeror shall provide OTDR test results of all fiber strands validating that all strands meet or exceed the loss budget of their design.
- 2.5.2.5 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.5.2.6 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.5.3 Special Construction Project Terms: Proposals for a MCPS owned, self-provisioned broadband networks and a long term, dark fiber lease or dark fiber IRU must meet all construction requirements, insurance, and performance and payment bonds of a MCPS construction project. If a self-provisioned broadband network or a dark fiber lease or dark fiber IRU proposal is determined to be the most cost effective solution to meet the long-term needs of MCPS, the project shall be subject to MCPS construction standards and policies. Offeror's Designated Project Manager shall be required to report to and coordinate with the District's Project Manager and Consultants. Any changes to the scope of work defined in the negotiated contract between the District and the Offeror shall be authorized in a written and

approved Change Order before such change shall commence.

- 2.5.4 This fiber will be owned by MCPS. The specification for maintaining self-provisioned dark fiber will is as follows: Twenty-Four by Seven: Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. Maintenance services shall be provided either by Vendor or by affiliates or contractors. Response Time: Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. Malfunction Defined: As used herein, a “malfunction” shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.5.5 Pricing Requirements: The Offeror shall provide comprehensive pricing for the self-provisioned network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, operations costs (if any) and maintenance costs as described in Section 2.5.4 above.

## 2.6 Specifications for Dark Fiber IRU Solutions

- 2.6.1 Dark Fiber IRU Proposal: MCPS shall consider dark fiber IRU proposals, including a minimum of four strands that match the topological requirements stated under Section 2.5.1 above. The dark fiber IRU proposal shall be evaluated for the procurement of fiber capacity separate from the service of lighting the fiber, which shall be done using District-owned Juniper Networks EX4300 switches. Dark fiber IRU proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.
- 2.6.2 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	Structure
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

- 2.6.3 Dark Fiber IRU Terms:
- 2.6.3.1 MCPS considers dark fiber IRUs as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed services. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.6.3.2 Fiber Network: MCPS desires to contract for the use of Dark Fiber IRUs to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The term of the IRU shall be up to the useful life of the fiber, anticipated to be 20 years.
- 2.6.3.3 Fiber Network: MCPS desires to contract for the use of a minimum four strand up to twelve strand Dark Fiber to connect the district properties listed. The “Fiber Network”, as used herein, shall refer only to four to twelve strands of fiber per each connection and does not include any network electronic equipment, onsite or throughout the fiber system, of the vendor or any other part of fiber infrastructure of the vendor.
- 2.6.3.4 Term: Because the Fiber Network shall be able to support immediate and long term needs of The District, the term of the contract of ten (10) years with a 10 year renewal option unless a valid justification can be presented for alternative contract term lengths.
- 2.6.3.5 Commencement: The term of contract shall commence on July 1 of each stated construction year. Hence, the fiber must be made available to MCPS at least one month prior to that date to allow for lighting of the fiber network for the commencement date. From the 6th Order, leased dark fiber must be lit during the funding year in which it is requested to be eligible. The Commission shall not pay for charges until the service is lit. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.

- 2.6.3.6 **Termination:** The term of the contract shall end on June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. **Right of Renewal:** At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.6.3.7 **Location Additions:** MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.6.3.8 **Location Deletions:** MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.6.4 **Dark fiber IRU Pricing Requirements:** The Offeror shall provide comprehensive pricing for the dark fiber IRU network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, operations costs (if any) and maintenance costs as described in Section 2.5.4 above.
- 2.6.5 **Dark Fiber IRU Maintenance:** For a dark fiber IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The vendor shall include only the portion of maintenance that is required to support the MCPS fiber segments verses overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. **Twenty-Four by Seven:** Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. **Maintenance services** shall be provided either by Vendor or by affiliates or contractors. **Response Time:** Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. **Malfunction Defined:** As used herein, a “malfunction” shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.6.6 **Dark Fiber IRU Pricing Requirements:** The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs as specified in Section 2.6.5.

## 2.7 Specifications for Dark Fiber Lease Solutions

- 2.7.1 **Dark Fiber Lease Proposal:** MCPS shall consider dark fiber lease proposals, including a minimum of four strands, that match the topological requirements stated under the Self-Provisioned fiber proposal in Section 2.5. The dark fiber lease shall be evaluated for the procurement of fiber capacity separate from the service of lighting the fiber, which shall be done using District-owned Juniper Networks EX4300 switches. Dark fiber lease proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.
- 2.7.2 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	Structure
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

- 2.7.3 **Dark Fiber Lease Terms:**

- 2.7.3.1 MCPS considers dark fiber as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed lease. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.7.3.2 Fiber Network: MCPS desires to contract for the use of a Dark Fiber service to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Fiber Network is and shall remain the property of the Vendor or its assigns and The District's interest is only that of a lessee.
- 2.7.3.3 Fiber Network: MCPS desires to contract for the use of a minimum four strands up to twelve strands dark fiber to connect the district properties listed. The "Fiber Network", as used herein, shall refer only to four to twelve strands of fiber per each connection and does not include any network electronic equipment, onsite or throughout the fiber system, of the vendor or any other part of fiber infrastructure of the vendor.
- 2.7.3.4 Term: Because the Fiber Network shall be able to support immediate and long term needs of The District, the term of the contract of ten (10) years with a 10 year renewal option unless a valid justification can be presented for alternative contract term lengths.
- 2.7.3.5 Commencement: The term of contract shall commence on July 1 of each stated construction year. Hence, the fiber must be made available to MCPS at least one month prior to that date to allow for lighting of the fiber network for the commencement date. From the 6th Order, leased dark fiber must be lit during the funding year in which it is requested to be eligible. The Commission shall not pay for charges until the service is lit. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.7.3.6 Termination: The term of the contract shall end on June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. Right of Renewal: At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.7.3.7 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.7.3.8 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.7.4 Dark Fiber Lease Maintenance: For a leased dark fiber solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The vendor shall include only the portion of maintenance that is required to support the MCPS fiber segments verses overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. Twenty-Four by Seven: Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. Maintenance services shall be provided either by Vendor or by affiliates or contractors. Response Time: Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. Malfunction Defined: As used herein, a "malfunction" shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.7.5 Dark Fiber Lease Pricing Requirements: The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs as specified in Section 2.7.4.

## **2.8 Specifications for Lit Fiber Solutions**

- 2.8.1 Lit Fiber Lease Proposal: MCPS shall equally evaluate proposals for lit fiber services with a cost evaluation of a base 1, 5, or 10 years. A lit fiber proposal should provide the bandwidth on the near (2016) and long-term (2017) bandwidth requirements of MCPS. This proposal shall also include any network electronics required to interface with the District's existing Juniper Networks EX4300 distribution switching architecture. The connection between Offeror CPE and the District Juniper Networks EX4300 distribution switch shall be a fiber optic cable compatible with the District-supplied Juniper optics.

- 2.8.2 Provide a lit fiber solution connecting each site to the Data Center. The lit fiber solution shall be terminated in the main telecommunications room at each facility. Offeror CPE shall be connected to District-supplied optics in the Juniper Networks EX4300 switch at each site. The bandwidth specified below and in Appendix 3 shall be dedicated between each remote site and the Data Center. Service to Seeley Swan High School, Mt. Jumbo Elementary and the iConnect Fiber Hotel shall be included in this proposal and available for purchase regardless of solution chosen for the other 21 facilities/campuses.
- 2.8.3 The solution shall provide the near-term (2016) and long-term (2017) bandwidth requirements of the campuses based on the requirements table in Appendix 3. The bandwidth requirements specified are derived from the SETDA recommendations published in "The Broadband Imperative: Recommendations to Address K-12 Education Infrastructure Needs" by C. Fox, J. Waters, G. Fletcher & D. Levin (2012), Washington, DC, State Educational Technology Directors Association (SETDA). The requirements are also based on the District's existing ability to light up to 40Gbps between facilities using its existing Juniper Networks distribution switching equipment.
- 2.8.4 Lit Fiber Service Terms:
- 2.8.4.1 MCPS considers lit fiber as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed services. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.8.4.2 MCPS desires to contract for a Lit Fiber service to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Fiber Network is and shall remain the property of the Vendor or its assigns and The District's interest is only that of a service customer.
- 2.8.4.3 Term: Because the Lit Fiber Network shall be able to support immediate and long term needs of The District, the Offeror shall provide pricing for terms of one (1), three (3) and five (5) years unless a valid justification can be presented for alternative contract term lengths.
- 2.8.4.4 Commencement: The term of contract shall commence on July 1 of the first year of the contract. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.8.4.5 Termination: The term of the contract shall end on the June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. Right of Renewal: At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.8.4.6 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.8.4.7 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.8.5 Lit Fiber Pricing Requirements: The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs. Pricing shall include one, three and five year terms.

## SECTION 3: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

### PROPOSAL FORM

#### **3.1 Offeror Information**

1. Company Name \_\_\_\_\_
2. Legal Name (if different) \_\_\_\_\_
3. Years in Business Under Name \_\_\_\_\_
4. Years installing similar systems \_\_\_\_\_
5. Contact Person \_\_\_\_\_
6. Full Mailing Address \_\_\_\_\_
7. Address Line 2 \_\_\_\_\_
8. Telephone Number \_\_\_\_\_
9. Fax Number \_\_\_\_\_
10. Email Address/Web Site \_\_\_\_\_
11. Number of Full-time employees \_\_\_\_\_
12. Number of Full Time Technical Personnel \_\_\_\_\_
13. Project Manager Name \_\_\_\_\_
14. Attached personnel resumes of Project Team \_\_\_\_\_ (YES) \_\_\_\_\_ (NO)
15. SPIN \_\_\_\_\_

## **3.2 References**

To be a qualified Proposer, the vendor must include below three references with similar systems or equipment installed. Preference shall be given to vendors with references for implementations at organizations most similar to MCPS. Include separate sheet(s) containing supporting documentation regarding reference projects if available.

### **REFERENCE #1**

1. Organization Name \_\_\_\_\_
2. Contact Person(s) \_\_\_\_\_
3. Full Mailing Address \_\_\_\_\_
4. Address Line 2 \_\_\_\_\_
5. Telephone Number \_\_\_\_\_
6. Fax Number \_\_\_\_\_
7. Project Dates \_\_\_\_\_
8. Brief Description (attach detail) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REFERENCE #2**

1. Organization Name \_\_\_\_\_
2. Contact Person(s) \_\_\_\_\_
3. Full Mailing Address \_\_\_\_\_
4. Address Line 2 \_\_\_\_\_
5. Telephone Number \_\_\_\_\_
6. Fax Number \_\_\_\_\_
7. Project Dates \_\_\_\_\_
8. Brief Description (attach detail) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REFERENCE #3**

1. Organization Name \_\_\_\_\_
2. Contact Person(s) \_\_\_\_\_
3. Full Mailing Address \_\_\_\_\_
4. Address Line 2 \_\_\_\_\_
5. Telephone Number \_\_\_\_\_
6. Fax Number \_\_\_\_\_
7. Project Dates \_\_\_\_\_
8. Brief Description (attach detail) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**3.3 Proposer Subcontractors/Partners**

Every subcontractor shall be bound by the applicable terms and provisions of the contract documents. Further information about the subcontractor/partner may be requested prior to award. Identify all subcontractors or partners used for this project. Include separate sheet(s) labeled "Subcontractors/Partners" if necessary.

**Subcontractor/Partner #1**

- 1. Organization Name \_\_\_\_\_
- 2. Years in Business Under Name \_\_\_\_\_
- 3. Years installing similar systems \_\_\_\_\_
- 4. Contact Person \_\_\_\_\_
- 5. Project Function \_\_\_\_\_

**Subcontractor/Partner #2**

- 1. Organization Name \_\_\_\_\_
- 2. Years in Business Under Name \_\_\_\_\_
- 3. Years installing similar systems \_\_\_\_\_
- 4. Contact Person \_\_\_\_\_
- 5. Project Function \_\_\_\_\_

## SECTION 4: COST PROPOSAL

### 4.1 Lit Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- Prices are for point to point from district hub (located at the business building) to endpoint (as defined by building codes in appendix 2).
- Non-recurring costs should reflect charges the bidder seeks upfront to build the infrastructure and provision the service when new fiber will NOT be installed.
- Special Construction costs should reflect charges the bidder seeks upfront to build the infrastructure and provision the service when new fiber WILL be installed.

SCHOOL	1G NRC 12 MO	1G SP CONST 12 MO	1G MRC 12 MO	10G NRC 12 MO	10G SP CONST 12 MO	10G MRC 12 MO	1G NRC 36 MO	1G SP CONST 36 MO	1G MRC 36 MO	10G NRC 36 MO	10G SP CONST 36 MO	10G MRC 36 MO	1G NRC 60 MO	1G SP CONST 60 MO	1G MRC 60 MO	10G NRC 60 MO	10G SP CONST 60 MO	10G MRC 60 MO
CC																		
CS																		
FR																		
HA																		
LC																		
LO																		
PA																		
RA																		
RU																		
PO																		
MH																		
WA																		
BS																		
HE																		
SS																		
SE																		
WI																		
JE																		
DI																		
AD																		
MJ																		
FH																		
TOTAL																		

## 4.2 Leased Dark Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- Leased Dark Fiber Pricing is for a 5 or 10 year lease and maintenance on a minimum 2 pair of fiber strands between district hub (located at the business building) and end point (as defined by building codes in appendix 2).
- Pricing shall also be provided for 3-pair, 4-pair, 5-pair and 6-pair.

SCHOOL	2 PAIR						3 PAIR						4 PAIR					
	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo
CC																		
CS																		
FR																		
HA																		
LC																		
LO																		
PA																		
RA																		
RU																		
PO																		
MH																		
WA																		
BS																		
HE																		
SS																		
SE																		
WI																		
JE																		
DI																		
AD																		
MJ																		
FH																		
TOTAL																		

#### 4.2 Leased Dark Fiber Pricing Sheet – page 2

SCHOOL	5 PAIR						6 PAIR					
	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo
CC												
CS												
FR												
HA												
LC												
LO												
PA												
RA												
RU												
PO												
MH												
WA												
BS												
HE												
SS												
SE												
WI												
JE												
DI												
AD												
MJ												
FH												
TOTAL												

Comments:

### **4.3 IRU Dark Fiber Pricing Sheet**

Service Commencement Date - 7/1/2016

- IRU Pricing is for a 20 year IRU and maintenance on 2 pair of fiber strands between district hub (located at the business building) and end point (as defined by building codes in appendix 2).
- Pricing shall also be provided for 3-pair, 4-pair, 5-pair and 6-pair.

SCHOOL	240 Month IRU (1 pair)	Annual Fiber Maintenance (240 Month)	Eligible Special Construction Charges
CC			
CS			
FR			
HA			
LC			
LO			
PA			
RA			
RU			
PO			
MH			
WA			
BS			
HE			
SS			
SE			
WI			
JE			
DI			
AD			
MJ			
FH			
TOTAL			

Comments:

#### **4.4 Self Provisioned Fiber Pricing Sheet**

Service Commencement Date - 7/1/2016

- Pricing is for Special Construction (construction, design, engineering, and project management) and maintenance for 12 strands of district-owned fiber build between district hub (located at the business building) and endpoint (as defined by building codes in appendix 2)

SCHOOL	Construction Charge for 12 strands	Annual Estimated Scheduled Maintenance (3 years)	Annual Estimated Unscheduled Maintenance (3 years)	Annual Scheduled Maintenance (5 years)	Annual Estimated Unscheduled Maintenance (5 years)
CC					
CS					
FR					
HA					
LC					
LO					
PA					
RA					
RU					
PO					
MH					
WA					
BS					
HE					
SS					
SE					
WI					
JE					
DI					
AD					
MJ					
FH					
TOTAL					

Comments:

## SECTION 5: EVALUATION PROCESS

### **5.1 Basis of Evaluation**

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 100 points. Federal ERate regulations require that entities evaluate proposal from each type of proposed solution (lit, dark and self-provisioned). In order to fairly evaluate all WAN proposal within the scope of this RFP, MCPS will evaluate all proposals within the four corresponding categories; lit fiber, leased dark fiber, IRU dark fiber and self-provisioned dark fiber. The top proposals in each category will then be evaluated together, including total cost of ownership to the district, in order to select the top proposal for the entire RFP.

The Scope of Project and Offeror Qualifications/Informational Requirements sections of the offer will be evaluated based on the following Scoring Guide.

### **5.2 Scoring Guide**

Any response that fails to achieve a passing score of 70 will be eliminated from further consideration. Certain elements of the RFP are Pass/Fail. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (90-100%):** A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

**Good Response (75-89%):** A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

**Fair Response (60-74%):** A fair response minimally meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

**Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The Offeror has not demonstrated sufficient knowledge of the subject matter.

**Oral Presentation/Product Demonstration:** The District reserves the right to interview only the two highest scoring Offerors, or to interview all Offerors within 10% of the highest scoring Offeror, or to interview all Offerors who are deemed to have a passing score prior to the interview presentation process, at the District's discretion. The Offeror's oral presentation will include a review of their proposal and demonstrations of their product offering. Prior to the presentation, the Offeror must provide a list of names of all personnel attending the demonstration. The Offeror's named Authorized Representative must attend this meeting. After oral presentations the District will provide an additional scoring matrix in making its final decision.

### 5.3 Scoring Criteria

Scoring Criteria	Maximum Points Allowed
<b>20-Year Total Cost of Ownership:</b> The evaluation shall consider the following factors: <ul style="list-style-type: none"> <li>• Recurring Costs <ul style="list-style-type: none"> <li>○ Service</li> <li>○ Maintenance</li> </ul> </li> <li>• Non-Recurring Costs <ul style="list-style-type: none"> <li>○ Dark Fiber IRU</li> <li>○ Construction</li> <li>○ Break Fix</li> </ul> </li> </ul>	30
<b>Compliance with District Requirements.</b> The evaluation shall consider the following factors: <ul style="list-style-type: none"> <li>• Physical Topology <ul style="list-style-type: none"> <li>○ Ability to inspect</li> </ul> </li> <li>• Capacity (bandwidth)</li> <li>• Fiber end-to-end</li> <li>• Resiliency/path diversity <ul style="list-style-type: none"> <li>○ 1-fault tolerant</li> </ul> </li> <li>• Service Level Agreement <ul style="list-style-type: none"> <li>○ .9999 or higher availability</li> <li>○ 24/7 NOC</li> </ul> </li> </ul>	20
<b>Build Plan.</b> The evaluation shall consider the following factors: <ul style="list-style-type: none"> <li>• Delivery Schedule <ul style="list-style-type: none"> <li>○ Start Date for Service</li> <li>○ Rollout Schedule</li> <li>○ Risk Management Plan</li> </ul> </li> <li>• Conduit Capacity/Future-proofing</li> </ul>	15
<b>Proposer Qualifications.</b> The evaluation shall consider the following factors: <ul style="list-style-type: none"> <li>• Licensed/Bonded/Insured</li> <li>• Reference Projects (3 or More) <ul style="list-style-type: none"> <li>○ Similarity to MCPS</li> <li>○ Client Reference</li> <li>○ Same Team Proposed</li> </ul> </li> <li>• List of Projects Where E-rate Funded Service Was Not Delivered By Start Date</li> <li>• Personnel Qualifications</li> </ul>	15
<b>Operational Cost Reduction.</b> Points shall be awarded to proposals that minimize the use of operating funds and maximize the use of e-rate and other capital resources.	10
<b>Asset Life.</b> Points shall be awarded to proposals that give the District the longest control over the assets deployed.	5
<b>Contract Terms and Conditions.</b> Points shall be awarded to proposals which provide contract terms most favorable to the District.	5



## APPENDIX 1: STANDARD TERMS AND CONDITIONS

### Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** Missoula County Public Schools, herein referred to as the District, reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District. Bids, proposals, and limited solicitation responses will be firm for 180 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the District's solicitation document and a vendor's response, the language contained in the District's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ACCESS AND RETENTION OF RECORDS:** The contract agrees to provide the District, District Auditor(s), or their authorized agents, access to any records necessary to determine contract compliance (Montana Code Ann. 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the District or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the District.

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects the subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County Public Schools. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the District.

**DISABILITY ACCOMMODATIONS:** The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to the District office. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/Offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, reject all future proposals and/or business agreements with the bidder/Offeror.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the District, under this agreement.

**INSURANCE:** The Contractor shall obtain and maintain Insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

- a. Workers compensation, disability and other employee benefit claims as required by the State of Montana;
- b. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Contractor's employees;
- c. bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- d. personal injury liability claims for damages directly or indirectly related to the persons employed by the Contractor or for damages to any other person;
- e. claims for physical injury to tangible property, including all resulting loss of use of that property, to property other than the Work itself;
- f. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- g. contractual liability claims involving the Contractor's obligations under the contract.

**The Contractor's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:**

Commercial General Liability Insurance:

- a. Each Occurrence Limit \$ 1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal and Advertising Injury Limit \$ 1,000,000

Comprehensive Automobile Liability Insurance:

- a. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the District. Certificates of insurance showing required coverage to be in force shall be filed with the District within five (5) days of execution of the contract and prior to commencement of work to be performed. The District shall be named as an additional insured on the insurance certificate(s). The Contractor shall notify the District a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided. The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. The District reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Contractor be cancelled during the term of this agreement and withhold payment for said coverage from compensation due the Contractor.

Products and Completed Operations insurance shall be maintained for a minimum period of five (5) year(s) following the expiration of the contract or final payment, whichever is earlier.

Contractors are required to maintain workers' compensation or an independent contractor's exemption covering the Contractor and/or employees while performing work for Missoula County Public Schools in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the District. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, upon expiration.

The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**A certificate of insurance, indicating compliance with the required coverages, must be provided to the Missoula**

**County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, within five (5) days of execution of the contract. The Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.**

All insurance shall be written on an "occurrence" basis. "Claims Made" insurance coverage is not allowed.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or part by the contract must be available to the District for royalty-free and non-exclusive licensing. The contractor shall notify the District in writing of any invention conceived or reduced to practice in the course of performance of the contract. The District shall have a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use and authorize other to use copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**LIQUIDATED DAMAGES:** The District may suffer loss if the work to be performed as provided herein is not completed on the dates agreed by the parties. The Contractor shall be liable for and shall pay to the District a sum of seven hundred fifty dollars (\$750.00) as liquidated damages for each calendar day of delay in which the work is not complete. The Contractor is not liable for liquidated or actual damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays solely caused by the District. The District may deduct from the amounts owing to Contractor, or, if sufficient funds are not available, then Contractor shall pay the District the amounts specified per day for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the District may have against the Contractor for failure to timely achieve completion. In the event the District brings an action for actual damages, the amount of any actual damages proven shall be reduced by the amount of any liquidated damages assessed.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the District is allowed 30 days to pay such invoices.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Missoula, unless the contract specifies otherwise. The District does

not “take Title” until all products are accepted and signed by the designated District Representative.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The District is exempt from Federal Excise Taxes (#81-0006557).

**TERMINATION OF CONTRACT:** Unless other stated, the District may, by written notice to the contractor, terminate the contract in whole or in part at any time the contract fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The District, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees. (MCA 18-1-401).

**WARRANTIES:**

**Warranty for Services:**

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the District. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**Warranty for Software:**

The warranty period for the software is a fixed period commencing on the date specified in the contract documents. The Contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

**Warranty for Hardware:**

The Contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the District may return it to the contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE DISTRICT’S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Appendix 2: MCPS Campus and Facility List

School Name	School Code	Street Address	City	State	ZIP	Pop
Chief Charlo Elementary	CC	5600 Longview	Missoula	MT	59803	
Cold Springs School	CS	2625 Briggs	Missoula	MT	59803	
Franklin School	FE	1901 S. 10 <sup>th</sup> West	Missoula	MT	59801	
Hawthorne School	HA	2835 S. 3 <sup>rd</sup> St. West	Missoula	MT	59804	
Lewis and Clark Elementary	LC	2901 Park	Missoula	MT	59801	
Lowell School	LO	1200 Sherwood Ave	Missoula	MT	59802	
Paxson Elementary	PA	101 Evans St.	Missoula	MT	59801	
Rattlesnake School	RA	1220 Pineview Drive	Missoula	MT	59802	
Russell School	RU	3216 Russell	Missoula	MT	59801	
C.S. Porter School	PO	2510 Central Avenue	Missoula	MT	59804	
Meadow Hill Middle School	MH	4210 Reserve	Missoula	MT	59803	
Washington Middle School	WA	645 W. Central	Missoula	MT	59801	
Big Sky High School	BS	3100 South Avenue West	Missoula	MT	59804	
Hellgate High School	HE	900 S. Higgins Avenue	Missoula	MT	59801	
Seeley-Swan High School	SS	456 Airport Road	Seeley Lake	MT	59868	
Sentinel High School	SE	901 South Avenue West	Missoula	MT	59801	
Willard Alternative High School Program	WI	901 S. Sixth Street West	Missoula	MT	59801	
Jefferson Center	JE	1700 South Avenue West	Missoula	MT	59801	
Dickinson Lifelong Learning Center	DI	310 S. Curtis	Missoula	MT	59801	
Administration Building	AD	215 South Sixth Street West	Missoula	MT	59801	
Mt. Jumbo School	MJ	735 Michigan Avenue	Missoula	MT	59802	
iConnect Fiber Hotel	FH	110 East Broadway	Missoula	MT	59802	
<b>Business Building (Core Data Center - District Hub)</b>	<b>BB</b>	<b>915 South Avenue West</b>	<b>Missoula</b>	<b>MT</b>	<b>59801</b>	

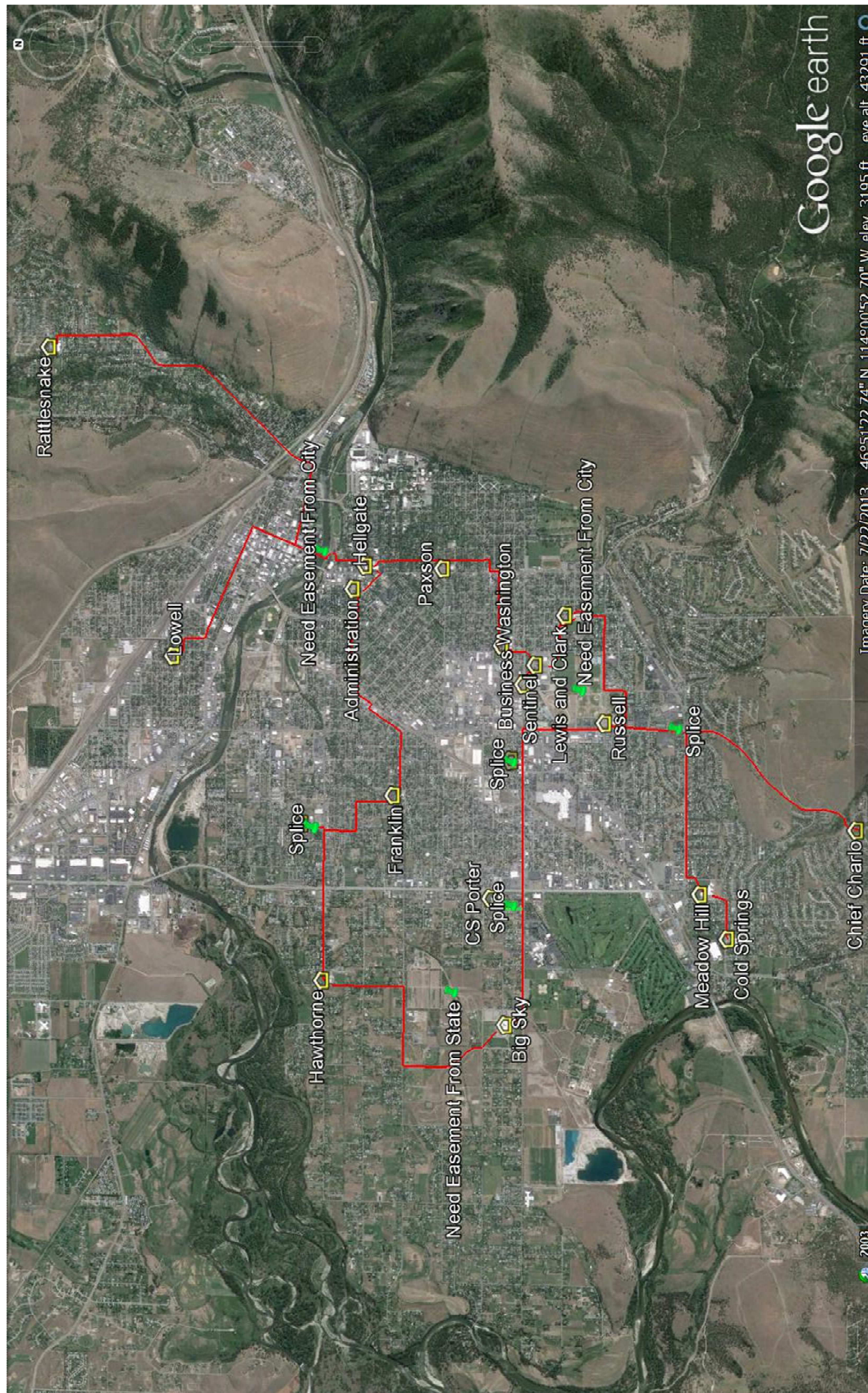
### Appendix 3: MCPS Bandwidth Requirements to Business Building (Core Data Center - District Hub)

Campus	7/1/2016 WAN Gb	7/1/2017 WAN Gb
Chief Charlo Elementary	1	10
Cold Springs School	1	10
Franklin School	1	10
Hawthorne School	1	10
Lewis and Clark Elementary	1	10
Lowell School	1	10
Paxson Elementary	1	10
Rattlesnake School	1	10
Russell School	1	10
C.S. Porter School	1	10
Meadow Hill Middle School	1	10
Washington Middle School	1	10
Big Sky High School	1	10
Hellgate High School	1	10
Seeley-Swan High School	1	10
Sentinel High School	1	10
Willard Alternative High School Program	1	10
Jefferson Center	1	10
Dickinson Lifelong Learning Center	1	10
Administration Building	1	10
Mt. Jumbo School	1	10
iConnect Fiber Hotel	1	10

Based on standards proposed by Fox, C., Waters, J., Fletcher, G., & Levin, D. (2012). The Broadband Imperative: Recommendations to Address K-12 Education Infrastructure Needs. Washington, DC: State Educational Technology Directors Association (SETDA).



## Appendix 4: Suggested Self-Provisioned Fiber Routing





### **EXHIBIT 3**

**MISSOULA COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
ADDENDUM**

**RFP Title:**

**Missoula County Public Schools – Wide Area Network**

**RFP Response Due Date and Time:**

**Wednesday, February 3, 2016  
3:00 p.m., Local Time**

**Number of Pages: 14 ( two additional attachments are  
found at <http://www.mcpsmt.org/domain/1290>)**

**ISSUING INFORMATION**

**District Procurement Contact:**

**Hatton Littman**

**Issue Date:**

**Friday, January 15, 2016**

**Missoula County Public Schools  
Business Building  
915 South Avenue  
Missoula, MT 59082**

**Phone: (406) 728-2400**

**Fax: (406) 542-4009**

**Website: [www.mcpsmt.org](http://www.mcpsmt.org)**

**INSTRUCTIONS TO OFFERORS**

**Return Sealed Proposal to:**

**Missoula County Public Schools  
Attention: Hatton Littman  
915 South Avenue  
Missoula, MT 59802**

**Mark Face of Envelope/Package: MCPS WAN RFP**

**RFP Number:**

**RFP Response Due Date: February 3, 2016**



*Forward Thinking, High Achieving.*

**This serves as an addendum to the MCPS Wide Area Network RFP.  
The remainder of the original RFP is applicable.**

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<b>Answers to written questions submitted by the deadline .....</b>	<b>4</b>
<b>MCPS Clarification and documents released during pre-proposal conferences and tour .....</b>	<b>12</b>

**MCPS answers to each question will be found immediately following the question in blue.**

**1. Questions submitted by CenturyLink**

January 8, 2016

Hatton Littman, District Contact  
915 South Avenue  
Missoula, MT 59802  
[hlittman@mcps.k12.mt.us](mailto:hlittman@mcps.k12.mt.us)

Dear Ms. Littman,

CenturyLink appreciates the opportunity to respond to the Missoula County Public School's WAN RFP issued December 10, 2015 (the "RFP"). In compliance with Section 1.5.1 of the RFP, CenturyLink requests the following additions and exceptions to County's Standard Terms and Conditions:

1. Appendix 1: Standard Terms and Conditions, pg 37—CenturyLink takes exception to the Indemnification provision contained in the County's Standard Terms and Conditions. CenturyLink's policies and procedures require that any indemnification provisions be mutual between the parties and limited to third party claims arising out of personal injury, death or property damage. As Missoula County Public Schools has previously agreed to our indemnification language, CenturyLink offers the following:

**Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party unless otherwise stated in a CenturyLink QC Service Exhibit or Tariff. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

**MCPS will consider mutual indemnification language and anticipates it will be negotiated during contract negotiations with the top awarded offer.**

2. Appendix 1: Standard Terms and Conditions, pg 39—CenturyLink requests deletion of the Liquidated Damages provision contained in the County's Standard Terms and Conditions. Since liquidated damages are normally imposed on project-type services (i.e. construction), CenturyLink does not believe that liquidated damages are appropriate to the communications services proposed. CenturyLink's policies and procedures prevent CenturyLink from agreeing to Liquidated Damages unless reasonable and appropriate under the circumstances.

**The District may suffer loss if the work to be performed as provided herein is not completed on the dates agreed by the parties.**

**MCPS is requesting the liquidated damages provision due to the fact that our current contract for transport fiber ends on June 30, 2016. MCPS will suffer if services cannot be provided on the dates scheduled in the proposal and awarded contract. The schedule for start dates will be part of the negotiated contract based on dates provided in the proposals from the top awarded offer.**

3. Appendix 1: Standard Terms and Conditions, pg 39—CenturyLink requests deletion of the Intellectual Property provision contained in the County’s Standard Terms and Conditions. Intellectual property issues normally arise when the services include development of a custom solution, rather than only standard service offerings. CenturyLink does not intend to propose a custom solution and so believes that the Intellectual Property provision is irrelevant to the services currently requested.

**MCPS would accept this deletion. This will be finalized in contract negotiations with the top awarded offer.**

4. Appendix 1: Standard Terms and Conditions, pg 40—CenturyLink requests replacement of the Warranties provisions contained in the County’s Standard Terms and Conditions. As Missoula County Public Schools has previously agreed to our warranty language, CenturyLink offers the following:

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**MCPS will not waive this provision. The minimum requirements for warranty are provided in the standard terms and conditions.**

5. Appendix 1: Standard Terms and Conditions, pg. 37—Insurance. CenturyLink requests replacement of the Insurance provision contained in the County’s Standard Terms and Conditions with the below redlined version.

**INSURANCE:** The Contractor shall obtain and maintain Insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

- a. Workers compensation, disability and other employee benefit claims as required by the State of Montana;
- b. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Contractor’s employees;
- c. bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- d. personal injury liability claims for damages directly or indirectly related to the persons employed by the Contractor or for damages to any other person;
- e. claims for physical injury to tangible property, including all resulting loss of use of that property, to property other than the Work itself;
- f. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- g. contractual liability claims involving the Contractor’s obligations under the contract.

The Contractor's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance:

- a. Each Occurrence Limit \$ 1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal and Advertising Injury Limit \$ 1,000,000

Comprehensive Automobile Liability Insurance:

- a. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

~~The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the District. Certificates Evidence~~ of insurance showing required coverage to be in force shall be ~~filed with~~ made available at [www.centurylink.com/moi](http://www.centurylink.com/moi) to the District ~~within five (5) days of~~ upon execution of the contract and prior to commencement of work to be performed. The District shall be named as an additional insured on the insurance certificate(s). The Contractor shall notify the District a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided.

The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. The District reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Contractor be cancelled during the term of this agreement and withhold payment for said coverage from compensation due the Contractor.

Products and Completed Operations insurance shall be maintained for a minimum period of five (5) year(s) following the expiration of the contract or final payment, whichever is earlier.

Contractors are required to maintain workers' compensation or an independent contractor's exemption covering the Contractor and/or employees while performing work for Missoula County Public Schools in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the District. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, upon expiration.

The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers ~~and shall apply separately to each project or location~~. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

~~Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.~~

~~A certificate Evidence~~ of insurance, indicating compliance with the required coverages, ~~must be provided~~ shall be made available at [www.centurylink.com/moi](http://www.centurylink.com/moi) to the Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, ~~within five (5) days of~~ upon execution of the contract. The

Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

All insurance shall be written on an "occurrence" basis. "Claims Made" insurance coverage is not allowed.

**MCPS will accept the removal of "and shall apply separately to each project or location."**

**MCPS will accept the deletion of this paragraph:**

**Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.**

**All other elements stated under INSURANCE are required by MCPS.**

6. Appendix 1/Section 1.5.1--CenturyLink has attached its Loyal Advantage Agreement, as well as the relevant Service Exhibits, which describe the CenturyLink services offered in response to the RFP. CenturyLink proposes that the parties execute a definitive contract that incorporates both the terms of the Loyal Advantage Agreement and the Standard Terms and Conditions. CenturyLink agrees to negotiate the terms of the Loyal Advantage Agreement and the Standard Terms and Conditions in good faith and in accordance with the exceptions provided herein.

**MCPS will review any agreements and contracts during contract negotiations with the top awarded offeror subject to section 1.5.2 of the original RFP.**

7. **1.17.2 Term Preclusions.** Offerors should notify the District of any terms within the standard terms and conditions in Appendix A that either preclude them from responding to the RFP or add unreasonable cost. This notification must be made in writing by the deadline for receipt of written inquiries.

--The above exceptions are sought as CenturyLink would need to seek executive authority to accept some terms and depending on the risk associated with the terms/issue, we may not be able to obtain the approvals to accept the term.

**The RFP, including the Standard Terms and Conditions, as set forth in the original publication shall apply, except as modified by this addendum.**



## **2. Questions submitted by Blackfoot**

### **MCPS RFP Questions submitted by Blackfoot Telecommunications Group**

#### **Section 2.5**

- Please clarify the requested physical and logical topology for the leased dark fiber option.
- Please clarify the requested physical and logical topology for the dark fiber option.

**Section 2.5 applies to Self-provisioned fiber solutions.**

**MCPS will review any physical and logical topology provided that the solution meets the requirements for dedicated bandwidth and single fault tolerance resiliency laid out in the RFP.**

#### **Section 2.8**

- Please clarify the requested physical and logical topology for the lit service option.

**MCPS will review any physical and logical topology provided that the solution meets the requirements for dedicated bandwidth and single fault tolerance resiliency laid out in the RFP.**

#### **Section 2.5**

- Should two bids be provided, one that builds in redundancy and one that doesn't?  
(The cost difference will be substantial)

**MCPS will review multiple proposals from each offeror. MCPS would use multiple proposals from each offeror in order to demonstrate the cost difference to USAC for the purposes of ERate funding.**

**MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits.**

#### **Section 2.2.8.2**

- Do you require separate physical entrances into each school?

**MCPS will accept solutions where fiber enters each school property via one physical entrance. This will not affect the overall scoring of proposals.**

#### **Section 2.2.5**

- Is your desire to build a self-healing ring or is the desire to build a series of redundant point-to-point circuits from each school to the hub site?

**MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits. It is our intent that the failure of a connection to a single building does not affect connectivity to any other buildings.**

- Do you have space available at the hub site to terminate up to 24 fibers from each school?

**YES**

#### **Section 2.2.8.2**

- Is the bidder to provide fiber termination equipment?

**MCPS requires all fiber to be terminated to a new patch panel at the demarcation location within each building.**

- If so, please provide specifications and form factor requirements.

**MCPS will allow the proposer to specify the rack-mounted fiber patch panel of their choice.**

#### **Section 2.2.6**

- Is the requirement 6 fibers in each direction from each school to the hub site for a total of 12 fibers, or is the requirement 12 fibers in each direction for a total of 24 fibers from each school?

**In 2.2.4, MCPS articulates the requirement for 4 dedicated strands of fiber connectivity from each MCPS facility to the Data Center.**

**In 2.2.6, MCPS requests pricing for 6, 8, 10 and 12 dedicated strands from each MCPS facility to the Data Center.**

**The requirement is for 4, 6, 8, 10, or 12 fibers in each direction from each school to the hub for a total of 8, 12, 16 or 24 fibers.**

#### **Section 1.17.4**

- How will market price be determined?
- Please define “deflates by 10%”? What is the benchmark?
- Can the terms and basis of the criteria of this section be mutually agreed upon by MCPS and the awarded bidder during contract negotiation?

**MCPS anticipates that the details in this provision will be negotiated during contract negotiation.**

**The market price will be determined by the Offeror providing data related to the per Mb price for service to any public agency within a 50 mile radius of Missoula, MT.**

**The benchmark is the per Mb price for service established in the signed contract and any subsequent annual price reductions. The definition of “deflates by 10%” is any situation where the per Mb price for service to any public agency within a 50 mile radius of Missoula, MT is 10% lower than the price established in the signed contract and any subsequent annual price reductions.**

#### **Section 2.6.3.6**

- Is the 30 day cancellation notice option only applicable after the initial 5 year term has been completed and renewed?
- Is the intent for MCPS to be able to cancel service at any given time?

**The contract termination provision will be part of the negotiation process with the top awarded offeror. MCPS does not intend to terminate the contract unless there is an instance of a breach and reasonable efforts to cure have been unsatisfactory.**

**-Section 2.6.3.4 and Section 2.6.3.6**

- Please clarify the conflicting renewal options of 5 and 10 years.

**2.6.3.6 is corrected to reference a 10-year renewal.**

#### **Section 2.8.4.4 and Liquidated Damages - Page 39**

- Are liquidated damages calculated per day for the entire project or per site, per day?
- Would the bidder's proposal be disqualified if the bidder provides delivery dates that are beyond the requested date of July 1<sup>st</sup>? For some sites or all sites? Additionally, would liquidation damages apply to any mutually agreed upon delivery dates beyond July 1<sup>st</sup>, if those dates were missed?

**Liquidated damages are calculated per day for the district in aggregate based on any site within the district in which work is not complete and the start date is not met.**

**MCPS requests that all proposals include start dates that can be met realistically by the offeror.**

**The liquidated damages provision will apply to any mutually agreed upon delivery dates included in the signed contract that are not met.**

#### **Section 1.12 and Unavailability of Funding - Page 40**

- In the event the District determines funds are not available, would reimbursement of expenses be guaranteed, from the awarding of the contract to cancellation?

**Payment will cover reasonable expenses for work performed specifically for MCPS between the date of final contract execution and the notice of lack of funds. This element can be discussed during contract negotiations with the top awarded offeror.**

#### **Section 3.3**

- Since we won't have commitments from any Subcontractor(s)/Partner(s) until after the award, can we list potential Subcontractor(s)/Partner(s) that we have done business with in the past?

**YES, MCPS reserves the right to approve any change in subcontractors from those stated in the proposal. All subcontractors must meet requirements outlined in the standards terms and conditions.**

#### **Appendix 2 and Appendix 3**

- Is it your intent to add Big Sky AG Center to the list?

**YES, please see information provided in section 2 of this addendum.**

#### **Section 2.8.2**

- Are you requesting ELINE or ELAN service for Lit Services?

**The proposer may offer either service but must describe how their offer meets the dedicated bandwidth and resiliency requirements of the district.**

#### **Section 2.2.5**

- If ELAN, what speed of NNI at MCPS Business Building (HUB) is required for the Lit Services?

The proposer may provide the NNI speed and must demonstrate how this speed meets the dedicated bandwidth and resiliency requirements of the district.

### Section 2.8.1

- Please provide exact Juniper Part number you require for your EX4300.
  - o 1Gig and 10Gig

For 1Gbps: EX-SFP-1GE-LX for distances less than 10km, EX-SFP-1GE-LH for distances greater than 10km

For 10Gbps: EX-SFP-10GE-LR for distances less than 10km, EX-SFP-10GE-ER for distances between 10km and 40km

### 3. Questions submitted by Charter

I have questions in regards to section 2.8.2. The RFP states that the bandwidth shall be dedicated between each remote site and the Data Center. I want to make sure I'm very clear on this requirement.

- This means there will be 22 Gigabit of aggregate bandwidth at the Data Center coming in from all sites (220Gb if all sites upgrade to 10Gb in 2017), correct? (Not a single 1G or 10G circuit for all locations)

Yes if this is how you are proposing your solution. You will also need to demonstrate how this will be resilient and that this network has single fault tolerance.

- Is it expected that each site is handed off on dedicated interfaces or can we handoff multiple sites on larger interfaces (ie 100Gb with multiple VLANs)?

MCPS will accept handoff on a single larger interface provided that the solution meets the requirement that the loss of a single site or aggregation point does not affect service to any other site.

Question regarding fiber entering the Business Building:

- During the tour, it was mentioned of having diverse fiber into the Business Building. I don't see any reference of that in the RFP. With the topology of our network (hub and spoke) we can provide the service with one fiber path entering the building. Is the mention of having diverse fiber only pertaining to a self-provisioned fiber solution or is it required (or optional) for lit service as well (for redundancy)?

MCPS does not require multiple entry points at the Business Building.

MCPS would like to clarify that our intention is to have a resilient network, designed to manage multiple types of traffic on separate circuits.

## **Clarifications from MCPS**

### **Clarification of network topology:**

It is the long-term goal of MCPS to build a fiber network capable of supporting present and future needs of the district. This network must not only support all data traffic including video based technology, but also have the ability to support IP telephony, security cameras, fire alarms and other safety related traffic. In regards to safety and telephony, it is important this network has the resiliency to ensure that if traffic is lost at one site, it does not affect the rest of the district. We also expect that a potential cut in fiber would have a minimal impact on the entire network as explained below.

Explanations of the preferred network topology is stated in the original RFP and illustrated in the diagram in appendix 4 of the original RFP. MCPS understands the fact that some of the physical locations of buildings makes building resiliency more difficult and potentially cost-prohibitive. As a result, section 2.5.1.2 lists the specific sites that are considered the core of our network (Business Building, Sentinel High School, Lewis and Clark, Russell, Jefferson, C.S. Porter, Big Sky, Hawthorne, Dickinson Life Long Learning Center, Franklin, Willard, Administration Building, Hellgate, Paxson and Washinton). The remaining sites listed in section 2.5.1.2 (Lowell, Rattlesnake, Meadow Hill, Cold Springs, Chief Charlo, Mt. Jumbo, the iConnect Fiber Hotel and now the VoAg Center as part of this addendum) are explained as “spokes” radiating from the core ring. Topology requirements necessary to support needed resiliency and transport speeds are based on these two categories.

In order to support the resiliency needed in regards to IP telephony and technology related to safety, the core “ring” of sites needs to ensure that loss of connectivity on one part of the ring, does not result in data loss for that building. This clockwise/counter-clockwise design is what is found on traditional ring-topologies where each site has dedicated strands entering and exiting each building.

The sites explained above referred to as “spokes” are not expected to have this type of resiliency built in, and we understand that loss of connectivity along the path from the ring to a “spoke” site would result in loss of connectivity to that building.

With regard to transport speed requirements, it is the expectations of MCPS that proposals support the immediate and long-term needs of the district by supplying each site 1GB connectivity in 2016, with pricing to upgrade to 10GB connectivity in 2017. If fiber paths from sites to the Business Building are combined, then the aggregate total of bandwidth must equal or exceed the bandwidth requirement.

The preferred network topology outlined in the RFP and explained above will be used as a method to standardize each proposal. Respondents can design alternative physical and logical topologies that meet the above requirements.

### **Intended service start date**

The existing WAN data transport contract for MCPS ends on June 30<sup>th</sup>, 2016. As a result, we need to have a solution in place to fit this timeframe. MCPS fully understands the scope of this project makes 100% completion of all sites difficult by that date and requests that respondents include which sites will be completed by July 1<sup>st</sup>, 2016, and include a scheduled completion date for all remaining sites. This schedule will be confirmed during contract negotiations.

#### VOAG Center

The VOAG Center has been added to the RFP. This site is located at 3601 South Avenue, Missoula, MT. A site map is included with the location of the existing demarcation point.

#### Documents provided at pre-proposal conferences

Included in the addendum are building maps for each site (with the exception of Mount Jumbo). These sites include locations for current demarcation locations. All proposals should be based on provided connectivity to these locations in order to standardize proposals. Any changes resulting from bond-related projects can be updated and accommodated for during final contract negotiations.

The following page includes a table of all MCPS building WAN demarcation locations.

See pdf document emailed to all offerers titled MCPS-ALL with Networking.

Please reference the KMZ file titled MCPS.kmz emailed to all offerers who attended a pre-proposal conference.

**MCPS  
Network**

Building	Incoming line feed location	Switch Location	Telephone Backboard	Building Penetrations
Administration	Basement	Basement	Basement	
Big Sky	Penthouse Building F	Penthouse Building F	Penthouse Building F	Southeast corner Conduit running up outside wall from south ave
Business	Computer Room	Computer Room	Computer Room	
Chief Charlo	Library AV Room	Library AV Room	Library AV Room	
Cold Springs	AV Room	AV Room	AV Room	
Dickinson	Custodial Closet	Custodial Closet	Custodial Closet	
Franklin	Library	Library, Custodial	Main Office	
Hawthorne	Pipe Chase	Pipe Chase	Pipe Chase	
Hellgate	Rm 315	Rm 315		Coming from behind laundry mat down alley to roof to server room 314
Jefferson	Janitor Storage	Janitor Storage	Janitor Storage	
Lewis & Clark	Janitor Storage	Old Stage Storage, Library	Old Stage Storage, Library	Custodial closet south of server room
Lowell	Janitor Office Basement	Janitor Office Basement	Janitor Office Basement	Modular: out custodial office through wall underground in conduit
Meadow Hill	Penthouse	Penthouse	Penthouse	
Paxson	Office Wiring Closet	Custodial 2nd floor	Office Wiring Closet	
Porter	Server Room	Server Room, Office, Library	Main Office	
Rattlesnake	Main Office	Library Office	Main Office	
Russell	Office Storage	Office Storage	Office Storage	
Seeley-Swan	AV Room	AV Room, Library, Lab	AV Room	Under airport rd along parking lot pavement 90 degree under pavement into custodial/boiler room
Sentinel	Basement	Basement	Basement	Northwest corner about 10 feet in closet to BB
Vo-Ag	Custodial Closet	Custodial Closet	Custodial Closet	
Washington	Elevator Control Room	Server room 2nd floor	Elevator Control Room	
Willard	Office	Office	Office	

## **EXHIBIT 4**





## Description of Services Ordered and Certification Form 471

### FCC Form 471

#### Application Information

<b>Nickname</b>	WAN_BUILD-FINAL	<b>Application Number</b>	161047508
<b>Funding Year</b>	2016	<b>Category of Service</b>	Category 1

#### Billed Entity

MISSOULA COUNTY HIGH SCHOOLS  
215 S 6TH ST W MISSOULA MT 59801 - 4028  
406-728-2400

#### Contact Information

Dan Parrish  
406-728-2400  
dparrish@mcps.k12.mt.us

<b>Billed Entity Number</b>	135105
<b>FCC Registration Number</b>	0001628148
<b>Applicant Type</b>	School District

#### Holiday/Summer Contact Information

Also can try Pat McHugh if I am unavailable.

#### Entity Information

##### School District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
135105	MISSOULA COUNTY HIGH SCHOOLS	Urban				Public School District	None

#### Related Entity Information

##### Related Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
67901	DICKINSON ELEMENTARY SCHOOL	Urban				None	Adult Education; Public School	None
67903	FRANKLIN ELEMENTARY SCHOOL	Urban					Public School; New Construction School	None
67907	HELLGATE HIGH SCHOOL	Urban				None	Public School	None
67908	PAXSON ELEMENTARY SCHOOL	Urban				None	Public School	None
67909	WASHINGTON MIDDLE SCHOOL	Urban				None	Public School	None
67910	SENTINEL HIGH SCHOOL	Urban	0584	1433		None	Public School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
67911	RUSSELL ELEMENTARY SCHOOL	Urban					Public School	None
67912	LEWIS &#38; CLARK ELEMENTARY SCH	Urban	0583	0774		None	Public School	None
67913	RATTLESNAKE MIDDLE SCHOOL	Urban				None	Public School	None
67914	LOWELL ELEMENTARY SCHOOL	Urban					Public School	None
67922	COLD SPRINGS ELEMENTARY SCHOOL	Urban	0583	1443		None	Public School	None
67923	MEADOW HILL MIDDLE SCHOOL	Urban	0583	1491		None	Public School	None
67924	CHIEF CHARLO ELEMENTARY SCHOOL	Urban				None	Public School	None
67925	HAWTHORNE ELEMENTARY SCHOOL	Urban					Public School	None
67928	BIG SKY HIGH SCHOOL	Urban	0584	1592		None	Public School	None
67930	PORTER MIDDLE SCHOOL	Urban					Public School	None
68019	SEELEY SWAN HIGH SCHOOL	Rural				None	Public School	None
16027875	WILLARD ALTERNATIVE HIGH SCHOOL	Urban				None	Public School	None
67917	MOUNT JUMBO ELEMENTARY SCHOOL	Urban					Public School	None

### Related Child School Entity - Discount Rate Calculation Details

BEN	Name	Urban/ Rural	Number of Students	Students Count Based on Estimate	CEP Percentage
67901	DICKINSON ELEMENTARY SCHOOL	Urban	1800	N/A	
67903	FRANKLIN ELEMENTARY SCHOOL	Urban	243	N/A	51.63%
67907	HELLGATE HIGH SCHOOL	Urban	1139	N/A	
67908	PAXSON ELEMENTARY SCHOOL	Urban	423	N/A	
67909	WASHINGTON MIDDLE SCHOOL	Urban	640	N/A	
67910	SENTINEL HIGH SCHOOL	Urban	1104	N/A	
67911	RUSSELL ELEMENTARY SCHOOL	Urban	387	N/A	52.71%
67912	LEWIS &#38; CLARK ELEMENTARY SCH	Urban	498	N/A	
67913	RATTLESNAKE MIDDLE SCHOOL	Urban	479	N/A	
67914	LOWELL ELEMENTARY SCHOOL	Urban	291	N/A	56.36%
67922	COLD SPRINGS ELEMENTARY SCHOOL	Urban	486	N/A	
67923	MEADOW HILL MIDDLE SCHOOL	Urban	496	N/A	
67924	CHIEF CHARLO ELEMENTARY SCHOOL	Urban	437	N/A	
67925	HAWTHORNE ELEMENTARY SCHOOL	Urban	381	N/A	48.03%
67928	BIG SKY HIGH SCHOOL	Urban	1005	N/A	
67930	PORTER MIDDLE SCHOOL	Urban	456	N/A	41.28%
68019	SEELEY SWAN HIGH SCHOOL	Rural	107	N/A	
16027875	WILLARD ALTERNATIVE HIGH SCHOOL	Urban	172	N/A	
67917	MOUNT JUMBO ELEMENTARY SCHOOL	Urban	243	N/A	51.63%

## Related School District NIFs

School District BEN	School District Name	NIF BEN	NIF Name
135105	MISSOULA COUNTY HIGH SCHOOLS	16084626	JEFFERSON CENTER
135105	MISSOULA COUNTY HIGH SCHOOLS	16084627	MCPS BUSINESS BUILDING
135105	MISSOULA COUNTY HIGH SCHOOLS	16084628	MCPS ADMINISTRATION BUILDING

## Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
9178	3834	42.0%	Urban	60%	60%	20%

## Funding Request for FRN #1699109649

Funding Request Nickname: WAN-BLD-Fiber install

Service Type: Data Transmission and/or Internet Access

## Fiber Request Key Information

Dark Fiber, Self-Provisioned Network or Special Construction? Yes

Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?

Self Provisioned

Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation?

Special Construction

## FRN Key Information for Special Construction

Total Project Plant Route Feet 99831 Total Strands 12

Average Cost per foot of outside plant \$28.85 Number of E-rate Eligible Strands 12

Is state or tribal match available for this FRN? Yes

State/Tribal Match Amount	Source of Matching Funds	Source of Matching Funds Documents
\$287,999.00	The state match will come from an allocation included by the Governor's in the budget submitted to the state legislature in January 2017. This line item is intended to support the state match for E-Rate projects including special construction. Pending approval from the legislature, these funds will be available as a state match of up to 10%	

Does the FRN include an installment payment agreement for special construction charges? No

Does this installment agreement include a balloon payment? No

## Agreement Information - Contract

Contract Number

Account Number

Establishing FCC Form 470 160009238

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Award Date May 02, 2016

How many bids were received for this contract? 7

What is the service start date? July 01, 2016

Service Provider WideOpen Networks, Inc. (SPN: 143048625)

Based on State Master Contract? No

Based on a multiple award schedule? No

Includes Voluntary Extensions? No

Remaining Voluntary Extensions

Total Remaining Contract Length

What is the date your contract expires for the current term of the contract? June 30, 2021

Document Name	Document Description
WideOpen Networks WAN Agmt2.pdf	This contract contains an agreement for Construction of a WAN as well as a five year maintenance agreement. Also included here is a provision for the build of a wireless network that is excluded from the eligible costs.

## Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

## Narrative

This District is applying for the construction costs of a self-provisioned fiber network for all of its schools as well as NIF's. The costs include the purchase and installation of the optic equipment necessary to utilize the network as well as a five year agreement to cover the costs of scheduled and non-scheduled maintenance.

## Line Item # 1699109649.001

## Product and Service Details

Purpose Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

Function Fiber

Type of Connection OC-N (TDM Fiber)

## Bandwidth Speed

Upload Speed 1.0 Gbps Download Speed 1.0 Gbps

## Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")? No

Is this a direct connection to a single school, library or a NIF for Internet access? No Connection Used by All buildings/sites listed

## Cost Calculation for FRN Line Item # 1699109649.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$2,879,991.46
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$2,879,991.46
One-time Quantity	x 1
Total Eligible One-time Costs	= \$2,879,991.46
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$2,879,991.46
Pre-Discount Extended Eligible Line Item Cost	= \$2,879,991.46

## Recipients of Services

BEN	Name
67901	DICKINSON ELEMENTARY SCHOOL
67903	FRANKLIN ELEMENTARY SCHOOL
67907	HELLGATE HIGH SCHOOL
67908	PAXSON ELEMENTARY SCHOOL
67909	WASHINGTON MIDDLE SCHOOL
67910	SENTINEL HIGH SCHOOL
67911	RUSSELL ELEMENTARY SCHOOL
67912	LEWIS & CLARK ELEMENTARY SCH
67913	RATTLESNAKE MIDDLE SCHOOL
67914	LOWELL ELEMENTARY SCHOOL
67922	COLD SPRINGS ELEMENTARY SCHOOL
67923	MEADOW HILL MIDDLE SCHOOL
67924	CHIEF CHARLO ELEMENTARY SCHOOL
67925	HAWTHORNE ELEMENTARY SCHOOL
67928	BIG SKY HIGH SCHOOL
67930	PORTER MIDDLE SCHOOL
68019	SEELEY SWAN HIGH SCHOOL
16027875	WILLARD ALTERNATIVE HIGH SCHOOL
67917	MOUNT JUMBO ELEMENTARY SCHOOL
16084626	JEFFERSON CENTER
16084627	MCPS BUSINESS BUILDING
16084628	MCPS ADMINISTRATION BUILDING

## FRN Calculation for FRN #1699109649

One-Time Charges	
Total One-Time Charges	\$2,879,991.46
Total Ineligible One-Time Charges	- \$0.00

Total Requested Amount	
Total Pre-Discount Charges	\$2,879,991.46
Special Construction State/Tribal Match Percentage	10%
Special Construction State/Tribal Match Discount Rate*	70%

Total Eligible Pre-Discount One-Time Charges	= \$2,879,991.46
--	------------------

Funding Commitment Request	= \$2,015,993.88
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### [Funding Request for FRN #1699109683](#)

**Funding Request Nickname:** WAN Optics

**Service Type:** Data Transmission and/or Internet Access

### Fiber Request Key Information

**Dark Fiber, Self-Provisioned Network or Special Construction?** Yes

**Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?**

Self Provisioned

**Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation?**

Network Equipment

### Agreement Information - Contract

**Contract Number**

**Account Number**

**Establishing FCC Form 470** 160009238

**Service Provider** WideOpen Networks, Inc. (SPN: 143048625)

**Was an FCC Form 470 posted for the product and/or services you are requesting?** Yes

**Based on State Master Contract?** No

**Award Date** May 02, 2016

**Based on a multiple award schedule?** No

**How many bids were received for this contract?** 7

**Includes Voluntary Extensions?** No

**What is the service start date?** July 01, 2016

**Remaining Voluntary Extensions**

**Total Remaining Contract Length**

**What is the date your contract expires for the current term of the contract?** June 30, 2021

Document Name	Document Description
WideOpen Networks WAN Agmt2.pdf	This contract contains an agreement for Construction of a WAN as well as a five year maintenance agreement. Also included here is a provision for the build of a wireless network that is excluded from the eligible costs.

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** This funding request is for the optics needed to operate the self provisioning fiber network that this District is having constructed.

### [Line Item # 1699109683.001](#)

Product and Service Details

**Purpose** Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function** Connectors/Couplers

**Type of Connection**

Bandwidth Speed

**Upload Speed** N.A. **Download Speed** N.A.

Connection Information

**Does this include firewall services?** No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?** No

**Is this a direct connection to a single school, library or a NIF for Internet access?** No **Connection Used by**

Cost Calculation for FRN Line Item # 1699109683.001

Monthly Cost		One-Time Cost	
Monthly Recurring Unit Cost	\$0.00	One-time Unit Cost	\$400.00
Monthly Recurring Unit Ineligible Costs	- \$0.00	One-time Ineligible Unit Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00	One-time Eligible Unit Cost	= \$400.00
Monthly Quantity	x 0	One-time Quantity	x 120
Total Monthly Eligible Recurring Costs	= \$0.00	Total Eligible One-time Costs	= \$48,000.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$0.00	Total Eligible Recurring Costs	\$0.00
		Total Eligible One-time Costs	+ \$48,000.00
		Pre-Discout Extended Eligible Line Item Cost	= \$48,000.00

Recipients of Services

BEN	Name
67901	DICKINSON ELEMENTARY SCHOOL
67903	FRANKLIN ELEMENTARY SCHOOL
67907	HELLGATE HIGH SCHOOL
67908	PAXSON ELEMENTARY SCHOOL
67909	WASHINGTON MIDDLE SCHOOL
67910	SENTINEL HIGH SCHOOL
67911	RUSSELL ELEMENTARY SCHOOL
67912	LEWIS & CLARK ELEMENTARY SCH
67913	RATTLESNAKE MIDDLE SCHOOL
67914	LOWELL ELEMENTARY SCHOOL
67922	COLD SPRINGS ELEMENTARY SCHOOL
67923	MEADOW HILL MIDDLE SCHOOL
67924	CHIEF CHARLO ELEMENTARY SCHOOL

BEN	Name
67925	HAWTHORNE ELEMENTARY SCHOOL
67928	BIG SKY HIGH SCHOOL
67930	PORTER MIDDLE SCHOOL
16027875	WILLARD ALTERNATIVE HIGH SCHOOL
67917	MOUNT JUMBO ELEMENTARY SCHOOL
16084626	JEFFERSON CENTER
16084627	MCPS BUSINESS BUILDING
16084628	MCPS ADMINISTRATION BUILDING

## Line Item # 1699109683.002

### Product and Service Details

**Purpose** Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function** Connectors/Couplers

**Type of Connection**

### Bandwidth Speed

**Upload Speed** N.A. **Download Speed** N.A.

### Connection Information

**Does this include firewall services?** No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** No

**Is this a direct connection to a single school, library or a NIF for Internet access?** No **Connection Used by**

### Cost Calculation for FRN Line Item # 1699109683.002

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$400.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$400.00
One-time Quantity	x 120
Total Eligible One-time Costs	= \$48,000.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$48,000.00
Pre-Discount Extended Eligible Line Item Cost	= \$48,000.00

### Recipients of Services

BEN	Name
67901	DICKINSON ELEMENTARY SCHOOL
67903	FRANKLIN ELEMENTARY SCHOOL



BEN	Name
67907	HELLGATE HIGH SCHOOL
67908	PAXSON ELEMENTARY SCHOOL
67909	WASHINGTON MIDDLE SCHOOL
67910	SENTINEL HIGH SCHOOL
67911	RUSSELL ELEMENTARY SCHOOL
67912	LEWIS & CLARK ELEMENTARY SCH
67913	RATTLESNAKE MIDDLE SCHOOL
67914	LOWELL ELEMENTARY SCHOOL
67922	COLD SPRINGS ELEMENTARY SCHOOL
67923	MEADOW HILL MIDDLE SCHOOL
67924	CHIEF CHARLO ELEMENTARY SCHOOL
67925	HAWTHORNE ELEMENTARY SCHOOL
67928	BIG SKY HIGH SCHOOL
67930	PORTER MIDDLE SCHOOL
16027875	WILLARD ALTERNATIVE HIGH SCHOOL
67917	MOUNT JUMBO ELEMENTARY SCHOOL
16084626	JEFFERSON CENTER
16084627	MCPS BUSINESS BUILDING
16084628	MCPS ADMINISTRATION BUILDING

### FRN Calculation for FRN #1699109683

Monthly Charges	
Total Monthly Recurring Charges	\$0.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$0.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$0.00
Total Eligible Pre-Discount One-Time Charges	+ \$96,000.00
Total Pre-Discount Charges	= \$96,000.00
Discount Rate	60%
Funding Commitment Request	= \$57,600.00

One-Time Charges	
Total One-Time Charges	\$96,000.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$96,000.00

### Funding Request for FRN #1699109705

**Funding Request Nickname:** FIBER BUILD MAINTENANCE

**Service Type:** Data Transmission and/or Internet Access

### Fiber Request Key Information

**Dark Fiber, Self-Provisioned Network or Special Construction?** Yes

**Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?** Self Provisioned

Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation? Maintenance And Operation

## Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	160009238	<b>Service Provider</b>	WideOpen Networks, Inc. (SPN: 143048625)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	May 02, 2016	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	7	<b>Includes Voluntary Extensions?</b>	No
<b>What is the service start date?</b>	July 01, 2016	<b>Remaining Voluntary Extensions</b>	
		<b>Total Remaining Contract Length</b>	
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2021

Document Name	Document Description
WideOpen Networks WAN Agmt2.pdf	This contract contains an agreement for Construction of a WAN as well as a five year maintenance agreement. Also included here is a provision for the build of a wireless network that is excluded from the eligible costs.

## Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

<b>Narrative</b>	This funding request is for the scheduled and non-scheduled maintenance of the self-provisioning fiber network that this District has contracted to be installed. This agreement is for five years.
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## Line Item # 1699109705.001

## Product and Service Details

Purpose	Internet access service that includes a connection from any applicant site directly to the Internet Service Provider		
Function	Fiber Maintenance &#38; Operations		
Type of Connection			
Bandwidth Speed			
Upload Speed	N.A.	Download Speed	N.A.

## Connection Information

Does this include firewall services? No

Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Connection Used by

### Cost Calculation for FRN Line Item # 1699109705.001

Monthly Cost	
Monthly Recurring Unit Cost	\$3,133.33
Monthly Recurring Unit Ineligible Costs	- \$149.21
Monthly Recurring Unit Eligible Costs	= \$2,984.12
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$2,984.12
Months of Service	x 12
Total Eligible Recurring Costs	= \$35,809.44

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 1
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$35,809.44
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$35,809.44

### Recipients of Services

BEN	Name
67901	DICKINSON ELEMENTARY SCHOOL
67903	FRANKLIN ELEMENTARY SCHOOL
67907	HELLGATE HIGH SCHOOL
67908	PAXSON ELEMENTARY SCHOOL
67909	WASHINGTON MIDDLE SCHOOL
67910	SENTINEL HIGH SCHOOL
67911	RUSSELL ELEMENTARY SCHOOL
67912	LEWIS & CLARK ELEMENTARY SCH
67913	RATTLESNAKE MIDDLE SCHOOL
67914	LOWELL ELEMENTARY SCHOOL
67922	COLD SPRINGS ELEMENTARY SCHOOL
67923	MEADOW HILL MIDDLE SCHOOL
67924	CHIEF CHARLO ELEMENTARY SCHOOL
67925	HAWTHORNE ELEMENTARY SCHOOL
67928	BIG SKY HIGH SCHOOL
67930	PORTER MIDDLE SCHOOL
16027875	WILLARD ALTERNATIVE HIGH SCHOOL
67917	MOUNT JUMBO ELEMENTARY SCHOOL
16084626	JEFFERSON CENTER
16084627	MCPS BUSINESS BUILDING
16084628	MCPS ADMINISTRATION BUILDING

### Line Item # 1699109705.002

## Product and Service Details

**Purpose** Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function** Fiber Maintenance &#38; Operations

**Type of Connection**

## Bandwidth Speed

**Upload Speed** N.A. **Download Speed** N.A.

## Connection Information

**Does this include firewall services?** No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?** No

**Is this a direct connection to a single school, library or a NIF for Internet access?** No **Connection Used by**

## Cost Calculation for FRN Line Item # 1699109705.002

Monthly Cost	
Monthly Recurring Unit Cost	\$625.00
Monthly Recurring Unit Ineligible Costs	- \$29.76
Monthly Recurring Unit Eligible Costs	= \$595.24
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$595.24
Months of Service	x 12
Total Eligible Recurring Costs	= \$7,142.88

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 1
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$7,142.88
Total Eligible One-time Costs	+ \$0.00
Pre-Discout Extended Eligible Line Item Cost	= \$7,142.88

## Recipients of Services

BEN	Name
67901	DICKINSON ELEMENTARY SCHOOL
67903	FRANKLIN ELEMENTARY SCHOOL
67907	HELLGATE HIGH SCHOOL
67908	PAXSON ELEMENTARY SCHOOL
67909	WASHINGTON MIDDLE SCHOOL
67910	SENTINEL HIGH SCHOOL
67911	RUSSELL ELEMENTARY SCHOOL
67912	LEWIS & CLARK ELEMENTARY SCH
67913	RATTLESNAKE MIDDLE SCHOOL
67914	LOWELL ELEMENTARY SCHOOL
67922	COLD SPRINGS ELEMENTARY SCHOOL
67923	MEADOW HILL MIDDLE SCHOOL
67924	CHIEF CHARLO ELEMENTARY SCHOOL

BEN	Name
67925	HAWTHORNE ELEMENTARY SCHOOL
67928	BIG SKY HIGH SCHOOL
67930	PORTER MIDDLE SCHOOL
16027875	WILLARD ALTERNATIVE HIGH SCHOOL
67917	MOUNT JUMBO ELEMENTARY SCHOOL
16084626	JEFFERSON CENTER
16084627	MCPS BUSINESS BUILDING
16084628	MCPS ADMINISTRATION BUILDING

FRN Calculation for FRN #1699109705

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$3,758.33	Total Eligible Pre-Discount Recurring Charges	\$42,952.32
Total Monthly Ineligible Charges	- \$178.97	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Monthly Eligible Charges	= \$3,579.36	Total Pre-Discount Charges	= \$42,952.32
Total Number of Months of Service	x 12	Discount Rate	60%
Total Eligible Pre-Discount Recurring Charges	= \$42,952.32	Funding Commitment Request	= \$25,771.39

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Connectivity Questions

District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Internet access on a building-by-building basis)? Yes

Download Speed	400.00	Download Speed Units	Mbps
Upload Speed	400.00	Upload Speed Units	Mbps

Per Entity Basis Questions

Entity Name		MISSOULA COUNTY HIGH SCHOOLS				Entity Number		135105	
BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network	
67901	DICKINSON ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow	
67903	FRANKLIN ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow	
67907	HELLGATE HIGH SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	No barriers	

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
67908	PAXSON ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67909	WASHINGTON MIDDLE SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67910	SENTINEL HIGH SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	No barriers
67911	RUSSELL ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67912	LEWIS & CLARK ELEMENTARY SCH	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67913	RATTLESNAKE MIDDLE SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67914	LOWELL ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67917	MOUNT JUMBO ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67922	COLD SPRINGS ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67923	MEADOW HILL MIDDLE SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67924	CHIEF CHARLO ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67925	HAWTHORNE ELEMENTARY SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
67928	BIG SKY HIGH SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	No barriers
67930	PORTER MIDDLE SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
68019	SEELEY SWAN HIGH SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection speed to building is too slow
16027875	WILLARD ALTERNATIVE HIGH SCHOOL	400.00	Mbps	400.00	Mbps	Fixed Wireless	Never	Broadband connection sp

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
								eed to building is too slow

### Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

### Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$3,018,943.78
Total funding commitment request amount on this FCC Form 471	\$2,099,365.27
Total applicant non-discount share of the eligible amount	\$919,578.51
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$919,578.51
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity

and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

<b>Title:</b>	Accounting Supervisor	<b>Name:</b>	Dan Parrish
<b>Phone:</b>	406-728-2400	<b>Email:</b>	dparrish@mcps.k12.mt.us
<b>Address:</b>	215 S 6TH ST W MISSOULA MT 59801 - 4028	<b>Employer:</b>	Dan Parrish

Certified Timestamp 22-May-2016 15:38:45 EDT



## **EXHIBIT 5**

FRN	FRN Status	471 Application Number	BEN	Billed Entity Name	Applicant City	Applicant State	471 Consulting Firm Name	Service Provider Name	Fund Year	Orig Funding Request	Cmt'd Funding Request	Orig FRN Service Type	Wave Number	FCDL Date	FCDL Comment for 471 Application
1699109705	Denied	161047508	135105	MISSOULA COUNTY HIGH SCHOOLS	MISSOULA	MT		WideOpen Networks, Inc.	2016	\$25,771.39	\$0.00	Data Transmission and/or Internet Access	52	6/30/2017	MR1:The applicant did not submit any RAL corrections.
1699109683	Funded	161047508	135105	MISSOULA COUNTY HIGH SCHOOLS	MISSOULA	MT		WideOpen Networks, Inc.	2016	\$57,600.00	\$57,600.00	Data Transmission and/or Internet Access	52	6/30/2017	MR1:The applicant did not submit any RAL corrections.
1699109649	Denied	161047508	135105	MISSOULA COUNTY HIGH SCHOOLS	MISSOULA	MT		WideOpen Networks, Inc.	2016	\$2,015,993.88	\$0.00	Data Transmission and/or Internet Access	52	6/30/2017	MR1:The applicant did not submit any RAL corrections.

**FCDL Comment for FRN**

DR1:This FRN is denied since this FRN is requesting Maintenance and Operations associated with self-provisioned fiber request which is being denied.

DR1:The description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. ||DR2:This FRN is denied since this FRN is requesting Network Equipment associated with self-provisioned fiber request which is being denied.

DR1:The description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider.||DR2:During the review process you provided a document with questions and answers that contains significant information (map and network locations) for the bidders to be able to respond to the FCC Form 470 and RFP. Program procedures require the FCC Form 470, RFP as well as documentation providing any additional or modifying the original information in your FCC Form 470 and/or Request for Proposal be uploaded into the FCC Form 470 in E-rate Productivity Portal for all potential service providers to evaluate. Documentation that contained information needed for potential bidders to respond to your RFP was not uploaded to the E-rate Productivity Portal and thus not made available for all potential vendors to evaluate. Therefore, this FRN is denied.||DR3:FCC Rules require applicants to evaluate the cost effectiveness of the fiber solutions and to choose the most cost effective solution. Documentation provided failed to demonstrated that self-provisioned network solution is more cost effective than the leased dark fiber solution based on total cost. Therefore, the applicant has violated the competitive bidding program rules. ||MR1:The FRN was modified from \$2,879,991.46 to \$2,746,733 one time charge to agree with the applicant documentation.

PC Wave Number	Revised FCDL Date	Post Commitment Rationale	RFCDL Comment
29   78	11/08/2017    02/06/2019	29-Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 8/30/2017. The Funding Commitment Decision Letter was issued on 6/30/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.    78-In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. During the appeal review you did not provided any new information to neither reverse the decision nor demonstrate that USAC's determination was incorrect. This FRN is denied since this FRN is requesting Maintenance and Operations associated with self-provisioned fiber request which is being denied. Consequently, your appeal of your funding request is denied.	
29   78	11/08/2017    02/06/2019	29-Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 8/30/2017. The Funding Commitment Decision Letter was issued on 6/30/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.    78-In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. USAC will be unable to provide funding for your request for the reasons specified below.  During the appeal review you did not provided any new information to neither reverse the decision nor demonstrate that USAC's determination was incorrect. The description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. This FRN is denied since this FRN is requesting Network Equipment associated with self-provisioned fiber request which is being denied. Consequently, your appeal of your funding request is denied.	78-MR1:Approved As submitted.
29   78	11/08/2017    02/06/2019	29-Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 8/30/2017. The Funding Commitment Decision Letter was issued on 6/30/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.    78-In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. Your appeal has brought forward persuasive information that the appealed decisions should be partially overturned. However, USAC will be unable to provide funding for your request for the reasons specified below.  During the review process you provided a document with questions and answers that contains significant information (map and network locations) for the bidders to be able to respond to the FCC Form 470 and RFP. Program procedures require the FCC Form 470, RFP as well as documentation providing any additional or modifying the original information in your FCC Form 470 and/or Request for Proposal be uploaded into the FCC Form 470 in E-rate Productivity Portal for all potential service providers to evaluate. Documentation that contained information needed for potential bidders to respond to your RFP was not uploaded to the E-rate Productivity Portal and thus not made available for all potential vendors to evaluate. Consequently, your appeal of your funding request is denied.	78-DR1:The FRN is denied due to a competitive bidding violation.

## **EXHIBIT 6**



August 30, 2017

Universal Services Administrative Company

To whomever it may concern;

Please accept this appeal to the denial of our Form 471 # 161047508. In this letter we have pasted in the USAC provided reason for the denial first, then we have provided our response to this denial and the reasons why it should not have been denied.

The first denial is as follows:

#### WAN\_BUILD-FINAL - 161047508

##### Competitive Bidding

###### Issue

You provided a document with questions and answers that contained additional information needed for potential bidders to respond to your RFP OR modified the original information in your FCC Form 470 and/or RFP. FRN 1699109649 will be denied because you did not make this additional documentation available in the E-rate Productivity Portal (EPC) for all potential service providers to evaluate. In order to ensure a fair and competitive bidding process, the FCC Form 470, RFP and relevant documentation must be posted to the FCC Form 470 in EPC for all service providers to review. For further information regarding the competitive bidding process, please visit the USAC website at: <http://www.usac.org/si/applicants/step01/default.aspx>.

If you disagree with our determination and you have alternative information, please provide the supporting documentation. Please note that such documentation must be dated on or before the close of the FCC Form 471 filing window in order for USAC to consider it. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

In response to this issue regarding the RFP addendum that was published on January 15, 2016 on the Missoula County Public Schools (MCPS) District website and provided via email to all qualified bidders but not uploaded to the EPC portal. Our original RFP clearly stated in Section 1.4 that

*"Two Pre-Proposal Conferences will be conducted at the MCPS Business Building on Thursday December 17, 2015 and Wednesday, January 6, 2016 from 10:00AM to 5:00PM. Site visits will begin immediately after the Pre-Proposal Conference. **It is a MANDATORY requirement that all Offerors attend a conference on one of these dates.** Offerors may use this opportunity to notify the District of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the District. A*

Business Building  
915 South Avenue West  
Missoula, MT 59801

☎ 406.728.2400  
☎ 406.549.0449  
💻 [www.mcps.k12.mt.us](http://www.mcps.k12.mt.us)

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*mandatory tour of representative "District Sites" will follow the pre-proposal conference. The District will provide transportation to the sites. The District requests that all pre-proposal conference questions be submitted **by 2:00 MST on Thursday, December 31, 2015 to Hatton Littman, the single point of contact for the RFP**, so that answers can be prepared for the Thursday, January 6, 2015 meeting.*

*An authorized representative for Offerors must attend the conference and site inspections in person. Primary subcontractors are encouraged to attend the conference, however they are not required to have a representative at the pre-proposal conference and site visits to be included within the prime contractor's proposal package. The conferences will be held Thursday December 17, 2015 from 10:00AM to 5:00PM and Wednesday, January 6, 2016 from 10:00AM to 5:00PM at:*

*Location: MCPS Business Building*

*915 South Avenue*

*Missoula, MT*

*Time: 10:00 am to 5:00PM*

*Site Visits: Immediately following Pre-Proposal Conference*

***Offerors who did not have an authorized representative attend the Pre-proposal conference and site visits will be disqualified at the beginning of the review process."***

Given that bidders had to attend mandatory pre-proposal conferences on December 17, 2015 and January 6, 2016 only those bidders who accomplished that phase of the bidding process were qualified to submit proposals. The RFP addendum was circulated to those bidders via email on January 15, 2016 and posted on the MCPS website on the same day. Given these circumstances, no material breach of competitive bidding practices occurred.

The next issue was as follows:

## **WAN\_BUILD-FINAL - 161047508**

### Competitive Bidding

#### *Issue*

It was determined that FRN(s) 1699109649 will be denied for failure to select the most cost-effective solution. Program rules require that applicants evaluate the cost-effectiveness of self-provisioned networks based on the total cost of ownership over the useful life of the asset, as compared to the total cost other responsive service offerings over the relevant comparison period. The documentation demonstrated that the leased dark fiber solution is more cost effective than the requested self-provisioned network solution based on the total cost.

If you disagree our determination and you have alternative information, please provide the supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

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[Save & Close](#)

[Submit](#)

In response to this issue, MCPS disagrees with the USAC determination. MCPS provided USAC with two spreadsheets documenting our model for evaluating the 20 year cost effectiveness of the proposed options that also scored high enough in our scoring rubric. In all cases, our models document that the self-provisioned option is the lowest cost and most cost effective solution. In fact, our models show that the self-provisioned network pays itself off in 6 years when compared to the costs for Lit Fiber circuits. The Leased Dark Fiber solution proposed by Fatbeam also paid off in 6 years when compared with Lit Fiber but cost \$511, 201 more than the self-provisioned network over a 20 year time period. That impacted that solution's total score in our scoring matrix.

All program rules indicate that the total cost of ownership must be considered over the useful life of the asset. We understand that this will be a 50-year asset for our school district; however we used a 20-year Total Cost of Ownership model in our evaluation. Within that model, the option we selected pays itself off in 6 years and cost \$511,201 less than the closest competitor.

In addition, program rules indicate that cost must be the highest weighted factor, but not the only factor used in scoring proposals. Other major factors that led to the self-provisioned network winning the bid included installation period and proposed method of construction. The installation period for this network was under 1 year, where the next closest competitor was 3 years. The method of construction for this network was 100% underground, where the other bids consisted of significant amounts of fiber runs attached to telephone and utility poles. Western Montana has severe weather including large snowfall and high winds. A 100% underground network has significantly less percentage of failure due to weather. While the self-constructed network was the lowest priced bid, this proposal also scored higher in many other categories further increasing its total score.

We respectfully request documentation from USAC regarding the alternate model your evaluators used in this decision making process. It is our understanding that the ERate program requires districts to create their own models and justify how we applied the model in our own evaluation. If USAC used a different model in this circumstance that does not fit within program rules or any sense of fairness as USAC did not provide models to district's upfront before they engaged in drafting RFPs and going through the evaluation process.

## **WAN\_BUILD-FINAL - 161047508**

### Other Issues

#### Issue

For FRN 1699109649 and 1699109683, the description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN(s) contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider.

If you disagree with our determination and you have alternative information, please provide supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

In response to Issue #3, MCPS chose not to specify "or equivalent" options for the name and brand of our switching hardware on all Leased Dark Fiber, Dark Fiber IRU and Self Provisioned network responses



due to the fact that we had already invested nearly \$380,000 in updating every switch in the District in the 15-16 school year. The ERate program funded more than \$70,000 via the E-Rate Category Two funding granted to the District in the 2015 funding year. To allow bidders to provide an equivalent solution for our hardware needs would have amounted to a waste of District and E-Rate funds by replacing switches already existing within each school. These switches were selected as part of an E-Rate funded competitive bidding process that took place in the 2014-15 school year for the 2015-16 funding year.

## **WAN\_BUILD-FINAL - 161047508**

### Other Issues

#### *Issue*

FRN 1699109683 is denied since this FRN is requesting Network Equipment associated with self-provisioned fiber request which is being denied.

FRN 1699109705 is denied since this FRN is requesting Maintenance and Operations associated with self-provisioned fiber request which is being denied.

If you disagree with our determination and you have alternative information, please provide supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

In this final issue, MCPS has provided a response to Issue #2 (the cost effectiveness denial) and affirms that the District selected the most cost effective solution with our self-provisioned solution. We request that the associated network equipment and maintenance and operations be approved for funding in accordance with our comments on Issue #2.

Thank you for considering this appeal for e-rate funding for this District's wide area network installation.

Missoula County Public Schools E-rate team.

**EXHIBIT 7**



Business Building  
915 South Avenue West  
Missoula, MT 59801

406.728.2400  
406.549.0449  
www.mcps.k12.mt.us

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January 4, 2018

Request for Appeal and Waiver—CC Docket No. 02-6  
Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
9300 East Hampton Drive  
Capitol Heights, MD 20743

**“Request for Waiver” and a “Appeal Request to USAC’s Denial of Funding” - Erate Year 19 ( 2016-17)**  
**SLD Administrator’s Commitment Decision Funding Notification 06/30/2017**

Dear Sir or Madam,

We are filing an FCC Request for Waiver for exceeding the 60 day Appeal time limit *and* an FCC Appeal for the Yr19 Form 161047508, regarding the Administrator’s decision on Denial of Funding for the three (3) FRNs listed below:

Billed Entity Number: 135105  
Name of BEN: MISSOULA COUNTY PUBLIC SCHOOLS  
Contact Person Name: Dan Parrish  
Contact Information: 215 South Sixth Street West  
Missoula MT 59801-4028  
Telephone: 406-728-2400  
Email: [dparrish@mcps.k12.mt.us](mailto:dparrish@mcps.k12.mt.us)  
Form 471 Number: 161047508  
Funding Year: Erate YR19 – 2016—2017  
Funding Request Numbers FRNS, 1699109649, 1699109683, 1699109705

TFI/cc 12/29/2017

**MISSOULA COUNTY PUBLIC SCHOOLS - YEAR 19**

Application Number	FRN	Applicant Name	BEN	SPIN	Service Provider Name	Commitment Status	466 SSD	Funding year	Last Date to Invoice	Comtd Category of Service	Requested Amount	Comtd Total Cost	Comtd Commitment Request
161047508	1699109649	MISSOULA COUI	135105	143048625	WideOpen Networ	NOT FUNDED				IA	\$2,746,733.00	\$0.00	\$0.00
161047508	1699109683	MISSOULA COUI	135105	143048625	WideOpen Networ	NOT FUNDED				IA	\$57,600.00	\$0.00	\$0.00
161047508	1699109705	MISSOULA COUI	135105	143048625	WideOpen Networ	NOT FUNDED				IA	\$25,771.39	\$0.00	\$0.00

Thank you,

Dan Parrish



Accounting Supervisor  
Missoula County Public Schools  
215 S 6<sup>th</sup> ST. W. , Missoula, MT  
59801 - 4028  
406.728.2400 x3031  
[dparrish@mcps.k12.mt.us](mailto:dparrish@mcps.k12.mt.us)

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FCC ACTION – Request for Waiver and Appeal –CC Docket No. 02-6

#### **FCC Waiver Request**

1- We request a FCC Waiver for the USAC Administrators decision on denying our formal appeal, submitted on 8/30/2017. Their reason for the denial:

***“Our records show that your appeal was filed more than 60 days after the date your decision letter was issued. Your appeal was filed on 8/30/2017. The Funding Commitment Decision Letter was issued on 6/30/2017. Federal Communications Commission (FCC) rules require appeals to be filed within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.”***

We request a FCC Waiver for exceeding the 60 day limit by 1 day. We inadvertently calculated the 60 day window and submitted the complicated USAC appeal on day 61, missing the deadline by 24 hours. This would correct our procedural and clerical error. We have strictly adhered to all other program requirements. Granting this Waiver would serve the public interest and would not unduly enrich our District. Lastly, our late-filed appeal would never have been necessary absent denial errors on the part of USAC.

***Please see prior FCC decisions on this matter on pages 12 & 13.***

## FCC Appeal Request

2- We request the FCC reconsider the funding denial by the USAC Administrator for the three FRN's in our Form 471 # 161047508 and grant an Appeal.

## Denial reason #1 -

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### WAN\_BUILD-FINAL - 161047508

#### Competitive Bidding

##### Issue

You provided a document with questions and answers that contained additional information needed for potential bidders to respond to your RFP OR modified the original information in your FCC Form 470 and/or RFP. FRN 1699109649 will be denied because you did not make this additional documentation available in the E-rate Productivity Portal (EPC) for all potential service providers to evaluate. In order to ensure a fair and competitive bidding process, the FCC Form 470, RFP and relevant documentation must be posted to the FCC Form 470 in EPC for all service providers to review. For further information regarding the competitive

## Our USAC Appeal reply -

In response to this issue regarding the RFP addendum that was published on January 15, 2016 on the Missoula County Public Schools (MCPS) District website and provided via email to all qualified bidders but not uploaded to the EPC portal. Our original RFP clearly stated in Section 1.4 that

*"Two Pre-Proposal Conferences will be conducted at the MCPS Business Building on Thursday December 17, 2015 and Wednesday, January 6, 2016 from 10:00AM to 5:00PM. Site visits will begin immediately after the Pre-Proposal Conference. **It is a MANDATORY requirement that all Offerors attend a conference on one of these dates.** Offerors may use this opportunity to notify the District of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the District. A mandatory tour of representative "District Sites" will follow the pre-proposal conference. The District will provide transportation to the sites. The District requests that all pre-proposal conference questions be submitted **by 2:00 MST on Thursday, December 31, 2015 to Hatton Littman, the single point of contact for the RFP, so that answers can be prepared for the Thursday, January 6, 2016 meeting.***

Attendance at a conference meeting was mandatory as listed in the original RFP, uploaded to the EPC portal. This was a Pass/Fail condition for any qualified bidders. USAC guidance on this matter is inserted on the following page.

Time: 10:00 am to 5:00PM

Site Visits: Immediately following Pre-Proposal Conference

**Offerors who did not have an authorized representative attend the Pre-proposal conference and site visits will be disqualified at the beginning of the review process."**

Given that bidders had to attend mandatory pre-proposal conferences on December 17, 2015 and January 6, 2016 only those bidders who accomplished that phase of the bidding process were qualified to submit proposals. The RFP addendum was circulated to those bidders via email on January 15, 2016

### Disqualification reasons

You may decide that you will only accept bids that meet certain requirements, and disqualify bids that do not meet those requirements. However, you must state those disqualification reasons in your FCC Form 470 and/or RFP.

Disqualification reasons must be binary – i.e., the bidder or the bid either meets the requirement or does not meet the requirement. Here are some examples of disqualification reasons:

- The service provider must be bonded.
- The service provider must have a Service Provider Identification Number (SPIN).
- The bid must contain responses to all five of the questions listed in Section 1 of the RFP.



## Fair and Open Competition

### FCC Form 470

- Indicates the services and categories of service which entities are seeking.
- Must be posted for at least 28 days.
- Indicates if they are planning/have issued RFP or other documents regarding the procurement.
- **Indicates any special requirements and/or disqualification factors.**
- Indicates who will be receiving the services.
- Two new exemptions for FCC Form 470 filing are in effect starting in FY 2015.



## Fair and Open Competition

### Imposing Restrictions

- Cannot list specific make and model of services sought without also allowing equivalent products and/or services to be bid.
  - "XYZ manufacturer's router model 345J or equivalent"
- Applicants may set some eligible service requirements.
  - Applicants may require service providers to provide services that are compatible with one kind of system over another (e.g. Brand X compatible).
- **Bidder disqualification criteria must be spelled out in FCC Form 470 and/or RFP and be available to all.**



## Denial reason #2 -

### WAN\_BUILD-FINAL - 161047508

#### Competitive Bidding

##### Issue

It was determined that FRN(s) 1699109649 will be denied for failure to select the most cost-effective solution. Program rules require that applicants evaluate the cost-effectiveness of self-provisioned networks based on the total cost of ownership over the useful life of the asset, as compared to the total cost other responsive service offerings over the relevant comparison period. The documentation demonstrated that the leased dark fiber solution is more cost effective than the requested self-provisioned network solution based on the total cost.

If you disagree our determination and you have alternative information, please provide the supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

+Add Document

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Save & Close

Submit

## Our USAC Appeal reply -

In response to this issue, MCPS disagrees with the USAC determination. MCPS provided USAC with two spreadsheets documenting our model for evaluating the 20 year cost effectiveness of the proposed options that also scored high enough in our scoring rubric. In all cases, our models document that the self-provisioned option is the lowest cost and most cost effective solution. In fact, our models show that the self-provisioned network pays itself off in 6 years when compared to the costs for Lit Fiber circuits. The Leased Dark Fiber solution proposed by Fatbeam also paid off in 6 years when compared with Lit Fiber but cost \$511,201 more than the self-provisioned network over a 20 year time period. That impacted that solution's total score in our scoring matrix.

All program rules indicate that the total cost of ownership must be considered over the useful life of the asset. We understand that this will be a 50-year asset for our school district; however we used a 20-year Total Cost of Ownership model in our evaluation. Within that model, the option we selected pays itself off in 6 years and cost \$511,201 less than the closest competitor.

Program rules require that cost must be the highest weighted factor, but not the only factor used in scoring proposals. Other major factors that led to the self-provisioned network winning the bid included installation period and proposed method of construction. The installation period for this network was under 1 year, where the next closest competitor was 3 years. The method of construction for this network was 100% underground, where the other bids consisted of significant amounts of fiber runs attached to telephone and utility poles. Western Montana has severe weather including large snowfall and high winds. A 100% underground network has significantly less percentage of failure due to weather. While the self-constructed network was the lowest priced bid, this proposal also scored higher in many other categories further increasing its total score.

This category of service requires districts to create their own models and justify how we applied the model in our own evaluation. If USAC used a different model in this circumstance, it does not fit within program rules.

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Federal Communications Commission

FCC 14-189

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safeguards, we adopt changes to the E-rate program's rules to equalize the treatment of lit and dark fiber, to allow applicants to self-construct and operate connections to their school and library buildings, and to incentivize federal-state cooperation in deploying broadband infrastructure to schools and libraries in hard to connect areas. Finally, we establish an obligation for recipients of high-cost support to offer broadband service to requesting eligible schools and libraries at rates reasonably comparable to rates charged in urban areas.

21. We therefore direct USAC to suspend application of its multi-year amortization policy for funding years 2015 through 2018 and to allow applicants to seek support for upfront or non-recurring charges without imposing any amortization requirements. In evaluating this USAC requirement, we

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Federal Communications Commission

FCC 14-189

consistent with our policy conclusion that lit- and dark-fiber services should be treated equally, we see nothing in the statute that would require us to draw a distinction.

**2. Permitting Self-Construction of High-Speed Broadband Networks**

43. We also promote high-speed broadband connectivity by permitting applicants to construct their own or portions of their own networks when self-construction is the most cost-effective solution. We agree with commenters that argue that allowing E-rate applicants to own all or portions of their own networks can help deliver the most cost-effective broadband services and provide financial stability for certain E-rate recipients.<sup>86</sup> We also agree with commenters that argue for safeguards to make sure that self-construction is only available in limited circumstances when it is demonstrated to be the most cost-effective solution.<sup>87</sup> As with our equalization of lit and dark fiber, we allow the self-construction option beginning in funding year 2016.<sup>88</sup>

44. Providing support for the self-construction of high-speed broadband networks is also consistent with the Communications Act, as the Commission recently found in the *Healthcare Connect Order*:

[S]ection 254(h)(2) provides ample authority for the Commission to provide universal service support for HCP access to advanced telecommunications and information services, including by providing support to HCP-owned network facilities. Nothing in the statute requires that such support be provided only for carrier-provided services. Indeed, prohibiting support for HCP-owned infrastructure when self-construction is the most cost-effective option, would be contrary to the command in section 254(h)(2)(A) that support be "economically reasonable."<sup>89</sup>



48. In allowing self-construction under certain circumstances, we adopt several safeguards to ensure that the self-construction option will be available only when it is necessary to enable applicants to access fiber at cost-effective rates.<sup>101</sup> First, as the Commission did for the Rural Health Care Program, we allow self-construction only where self-construction is demonstrated to be the most cost-effective option after competitive bidding.<sup>102</sup> USAC already has experience in evaluating cost-effectiveness for large-scale projects from the Rural Health Care Program.<sup>103</sup> Applicants interested in pursuing self-construction must solicit bids for both service and construction in the same FCC Form 470 and must provide sufficient detail so that cost-effectiveness can be evaluated based on the total cost of ownership over the useful life of the facility for applicants who pursue the self-construction option. As the Commission did in the

## FCC 97-157

457. As the Joint Board recognized, finding internal connections ineligible for support would skew the choices of schools and libraries to favor technologies such as wireless, in which internal connections are inseparable from external connection, over technologies such as conventional wireline, in which a distinction can be (and for unrelated reasons sometimes is) drawn, even when the latter would be the more economically efficient choice. We conclude, consistent with numerous letters that we have received from the schools and libraries communities,<sup>1189</sup> that schools, school districts, and libraries are in the best position and should, therefore, be empowered to make their own decisions regarding which technologies would best accommodate their needs, how to deploy those technologies, and how to best integrate these new opportunities into their curriculum.

From: Joe Freddoso [Joe.Freddoso@usac.org]  
To: mike daniel  
Cc:  
Subject: RE: USAC yr20 -EPC portal and RFP addenda

Sent: Wed 1/4/2017 5:56 PM

**All addenda posted to EPC** - All RFP addenda --need to be posted to EPC.

**Changes to RFP** - Almost all material adaptations or changes to the RFP or technical specifications, even responses to vendor questions, are being viewed as cardinal changes and require a restart of the required 28 day bid window. A good rule of thumb here is that if the applicant goes outside of the original RFP guidance in any way-- adding services, end points, route detail -- it has to be generally shared with all vendors and usually requires a restart. If you can answer a question by referring to a clause in the existing RFP -- likely not a cardinal change. If you are adding new requirements--likely a cardinal change.

**Competitive bidding rules** - The focus in review this year is very much on competitive bidding rules -- the 28 day bidding window; bidding all required options; network equipment and maintenance and operations on the same 470 as the leased dark fiber and leased lit fiber bid.

**Cost Analysis** - A thorough cost analysis between **all bids** received is required and should be documented. For leased dark fiber and self provisioning this includes network equipment and maintenance and operations over the term of the cost analysis.

Hope this helps in some way. I am available to help more if needed.

Joe

### Denial reason #3 -

## WAN\_BUILD-FINAL - 161047508

### Other Issues

#### Issue

For FRN 1699109649 and 1699109683, the description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN(s) contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider.

If you disagree with our determination and you have alternative information, please provide supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

### Our USAC Appeal reply -

In response to Issue #3, MCPS did specify that we would accept proposals with any vendor-owned modulating equipment for the Lit Fiber responses to the RFP. Specifically, the RFP stated:

2.2.8.3 The modulating equipment (if any) required to interface a lit fiber solution with the District's existing Juniper Networks Distribution switches.

2.8.1 This proposal shall also include any network electronics required to interface with the District's existing Juniper Networks EX4300 distribution switching architecture. The connection between Offeror CPE and the District Juniper Networks EX4300 distribution switch shall be a fiber optic cable compatible with the District-supplied Juniper optics.

2.8.2 Provide a lit fiber solution connecting each site to the Data Center. The lit fiber solution shall be terminated in the main telecommunications room at each facility. Offeror CPE shall be connected to District-supplied optics in the Juniper Networks EX4300 switch at each site.

Our Priority 1 request **did not** include "CPE" (Customer Premise End) equipment (or internal connections).

It simply stated that we had specific fiber interfaces from that brand and manufacturer (**Juniper**) in use and it was noted in the RFP to insure compatibility (modulating electronics) with the Single mode fiber handoff.

USAC misconstrued the RFP information and denied funding since it did not state "or equal". "Or Equal" did not apply. The school district had already invested \$379,484, in switching hardware and optics in FY15 and FY16 as part of a three-year network upgrade plan.

Had we not included the information in Section 2.2.x.x in the RFP, we may not have met the "specificity" requirement by USAC.





## Fair and Open Competition

### Applicants Cannot:

- Have a relationship with service providers that would **unfairly influence** the outcome of the competition.
- Furnish service providers with inside competitive information.
- Have ownership interest in a service provider's company competing for services.
- Violate applicant's own ethical regulations policy.
- **Fail to describe the desired products and services with sufficient specificity to enable interested parties to bid.**

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Sent: Mon 3/27/2017 10:02 AM

Subject: It's TIME For Posting Your E-rate Form 470 for FY 2017-2018 - Don't Delay

### Am I required to issue a RFP in order to posting a Form 470?

Most of the time, the answer is no. The one very important exception is if you are posting a service request for dark fiber service or self-provisioned projects. Self provisioned means that you want to purchase and own the fiber facilities for your data network. Service requests for dark fiber or self-provisioned service **MUST** be accompanied by a RFP AND the RFP must be uploaded into the Form 470 portal when you create your Form 470. Any RFP addenda, Q & A, additional information given to bidders also must be uploaded to the Form 470.

### When creating Service Requests, particularly for Category 2 equipment, am I allowed to mandate one specific manufacturer's product line?

No! Although you may select your **preferred** manufacturer from all of the drop down boxes, you must also accept bids that are functionally equivalent. Note that the drop down options for all manufacturers already state "or equivalent" except when you select the "Other" option and must write in the name of your preference. Don't forget to write "or equivalent"! **In the narrative text box, you may also require that the new equipment must be interoperable and compatible with your existing make/model equipment (and specify what that is).**

10. The Commission **previously** identified special construction charges in the *Sixth Report and Order* as “**includ[ing]** design and engineering, project management, digging trenches, and laying fiber.”<sup>20</sup> The *ESL Public Notice* proposed a description of eligible special construction costs as “upfront, non-recurring costs of deployment or new or upgraded facilities, including design and engineering, project management, and construction of network facilities.”<sup>21</sup> In response to commenter’s, we further clarify that eligible special construction costs are limited to these three components by deleting the word “including” in that note.<sup>22</sup> **We decline to adopt the request made by some commenters that we classify all eligible upfront non-recurring costs, such as modulating electronics and other equipment necessary to make a Category One broadband service functional (collectively, “Network Equipment”)**<sup>23</sup> and upfront payments for dark fiber infeasible rights of use (IRUs),<sup>24</sup> as special construction.<sup>25</sup> We find that **classifying all eligible upfront costs as special construction would be unduly broad and inconsistent with Commission precedent.**<sup>26</sup> **We instead limit special construction support to the one-time costs of physically deploying new or upgraded network facilities and the services required to complete that deployment, i.e., construction of network facilities, design and engineering, and project management.** Other eligible large upfront or non-recurring costs will be considered as separate Category One costs. **Limiting special construction costs to the three components identified in Note (3) will ensure that applicants will receive support for the costs necessary to construct the network facilities required to meet the Commission’s connectivity targets adopted in the *E-rate Modernization Order***<sup>27</sup> and will further the Commission’s goal of closing the rural connectivity gap as described in the *Second E-rate Modernization Order*.<sup>28</sup>

12.

In addition, we clarify that one-time costs that are part of special construction, specifically design and engineering and project management, are only E-rate eligible as part of a special construction funding request that includes the costs of constructing network facilities.<sup>35</sup>

## Denial reason #4 -

### WAN\_BUILD-FINAL - 161047508

#### Other Issues

##### *Issue*

FRN 1699109683 is denied since this FRN is requesting Network Equipment associated with self-provisioned fiber request which is being denied.

FRN 1699109705 is denied since this FRN is requesting Maintenance and Operations associated with self-provisioned fiber request which is being denied.

If you disagree with our determination and you have alternative information, please provide supporting documentation. If you would like to provide any additional explanation to support your position, type your explanation and attach the explanation and/or documentation into your response by using the Add Document button. If you agree with the proposed action, click the "Submit" button to clear this item from your Pending Inquiries.

## Our USAC Appeal reply -

In response to issue #4, MCPS has provided a response to Issue #2 (the cost effectiveness denial) and affirms that the District selected the most cost effective solution with our self-provisioned solution. We request that the associated network equipment and maintenance and operations be approved for funding in accordance with our comments on Issue #2.



**Prior FCC dockets ruled in support of our Waiver Request are inserted below;**

**DA 17-796**

**Released: August 30, 2017**

<sup>9</sup> See, e.g., *Requests for Review of the Decision of the Universal Service Administrator by Alpaugh Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 6035 (2007); *Requests for Review of Decisions of the Universal Service Administrator by Ben Gamla Palm Beach et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 1876 (WCB 2014) (granting requests for review of applicants that had been denied funding because they failed to respond to USAC's request for information within the USAC-specified time frame). Consistent with precedent, we also find good cause exists to waive sections 54.720(a) and (b) of the Commission's rules for Imrei Shufer, which requires that petitioners file their appeals within 60 days of an adverse USAC decision. See *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, 11019, para. 2 (WCB 2011) (granting waivers of filing deadline for appeals because they submitted their appeals within a reasonable period of time after receiving actual notice of USAC's adverse decision); 47 CFR §§ 54.720(a), (b).

**DA 16-1320**

**Released: November 30, 2016**

<sup>13</sup> See, e.g., *Requests for Review of the Decision of the Universal Service Administrator by Alpaugh Unified School District et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 6035 (2007); *Requests for Review of Decisions of the Universal Service Administrator by Ben Gamla Palm Beach et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 1876 (WCB 2014) (granting requests for review of applicants that had been denied funding because they failed to respond to USAC's request for information within the USAC-specified time frame). Consistent with precedent, for Vision Home & Comm. Inc. Dba Vision Charter Academy, we also find good cause exists to waive sections 54.720(a) and (b) of the Commission's rules, which require that petitioners file their appeals within 60 days of an adverse USAC decision. See *ABC Unified School District Order, et al.; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, para. 2 (WCB 2011) (*ABC Unified School District Order*) (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late).

<sup>19</sup> Consistent with precedent, we also find good cause exists to waive section 54.720(a) of the Commission's rules, which requires that petitioners file their appeals within 60 days of an adverse USAC decision. See, e.g., *Requests for Waiver and Review of Decisions of the Universal Service Administrator by Assabet Valley Regional Vocational District; Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 27 FCC Rcd 1924, 1924, para. 1 & n.4 (WCB 2012) (waiving the filing deadline for petitioner that filed its appeal within a reasonable period of time after actual notice of a clerical error).

<sup>23</sup> See, e.g., *ABC Unified School District Order*, 26 FCC Rcd at 11019, para. 2 (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late or because they submitted their appeals within a reasonable period of time after receiving actual notice of USAC's adverse decision). We make no finding on the underlying issues in these appeals and remand these applications back to USAC to make a determination on the merits. See *supra* note 10.

Released: September 29, 2017

<sup>6</sup> See, e.g., *Requests for Review of the Decision of the Universal Service Administrator by Alpaugh Unified School District et al.: Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 22 FCC Rcd 6035 (2007); *Requests for Review of Decisions of the Universal Service Administrator by Ben Gamla Palm Beach et al.: Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 29 FCC Rcd 1876 (WCB 2014) (granting requests for review of applicants that had been denied funding because they failed to respond to USAC's request for information within the USAC-specified time frame). Consistent with precedent, we also find good cause exists to waive sections 54.720(a) and (b) of the Commission's rules, which requires that petitioners file their appeals within 60 days of an adverse USAC decision. See *Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.: Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, 11019, para. 2 (WCB 2011) (*ABC Unified Order*) (granting waivers of filing deadline for appeals because they submitted their appeals within a reasonable period of time after receiving actual notice of USAC's adverse decision): 47 CFR §§ 54.720(a), (b).

<sup>9</sup> See, e.g., *ABC Unified Order*, 26 FCC Rcd at 11019, para. 2 (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late). We make no finding on the underlying issues in these appeals and remand these applications back to USAC to make a determination on the merits. See *supra* note 4.

Released: December 29, 2017

<sup>9</sup> See, e.g., *Requests for Review and/or Requests for Waiver of Decisions of the Universal Service Administrator by Animas School District 6 et al.: Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 16903, 16905, para. 4 (WCB 2011) (granting petitioners waivers of our filing deadline for appeals because their late-filed appeal would never have been necessary absent an error on the part of USAC). We remand this application to USAC for review. See *supra* note 6.

<sup>10</sup> See, e.g., *See Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District et al.: Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 11019, 11019, para. 2 (WCB 2011) (waiving the filing deadline for petitioners that submitted their appeals to the Commission or USAC only a few days late). We make no finding on the underlying issues in this appeal and remand this application back to USAC to make a determination on the merits. See *supra* note 6.

## **EXHIBIT 8**



# Revised Funding Commitment Decision Letter

## Funding Year 2016

**Contact Information:**

Dan Parrish  
MISSOULA COUNTY PUBLIC SCHOOLS  
215 S 6TH ST W  
MISSOULA, MT 59801  
[dparrish@mcps.k12.mt.us](mailto:dparrish@mcps.k12.mt.us)

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## Totals

Original Commitment Amount	\$0.00
<b>Revised Commitment Amount</b>	<b>\$57,600.00</b>

## What is in this letter?

Thank you for submitting your post-commitment request for **Funding Year 2016 Schools and Libraries Program (E-rate) funding**. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals
- Appeals
- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

## Next Steps

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).



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- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
  - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
  - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
  - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

## How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



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identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

## Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

## Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



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## Revised Funding Commitment Decision Overview

### Funding Year 2016

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1699109705	WideOpen Networks, Inc.	Appeals	\$0.00	Denied
1699109683	WideOpen Networks, Inc.	Appeals	\$57,600.00	Denied
1699109649	WideOpen Networks, Inc.	Appeals	\$0.00	Denied



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<b>Post Commitment Request Number:</b> 125863	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1699109705	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 161047508</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$42,952.32	Total Eligible One Time Charges	\$0.00
Total Pre-Discount Charges		\$42,952.32	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2016
Contract Expiration Date	6/30/2021
Contract Award Date	5/2/2016
Service Delivery Deadline	
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	WideOpen Networks, Inc.
SPIN (498ID)	143048625
Contract Number	
Account Number	
Establishing FCC Form 470	160009238

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. During the appeal review you did not provide any new information to neither reverse the decision nor demonstrate that USAC's determination was incorrect. This FRN is denied since this FRN is requesting Maintenance and Operations associated with self-provisioned fiber request which is being denied. Consequently, your appeal of your funding request is denied.



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<b>Post Commitment Request Number:</b> 125863	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1699109683	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Funded
<b>FCC Form 471: 161047508</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$96,000.00
Total Pre-Discount Charges		\$96,000.00	
Discount Rate		60.00%	
Revised Committed Amount		\$57,600.00	

Dates	
Service Start Date	7/1/2016
Contract Expiration Date	6/30/2021
Contract Award Date	5/2/2016
Service Delivery Deadline	9/30/2017
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	WideOpen Networks, Inc.
SPIN (498ID)	143048625
Contract Number	
Account Number	
Establishing FCC Form 470	160009238

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
MR1: Approved As submitted.

<b>Post Commitment Rationale:</b>
In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. USAC will be unable to provide funding for your request for the reasons specified below. During the appeal review you did not provided any new information to neither reverse the decision nor demonstrate that USAC's determination was incorrect. The description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that



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FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. This FRN is denied since this FRN is requesting Network Equipment associated with self-provisioned fiber request which is being denied. Consequently, your appeal of your funding request is denied.



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<b>Post Commitment Request Number:</b> 125863	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1699109649	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 161047508</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$2,746,733.00
Total Pre-Discount Charges		\$2,746,733.00	
Discount Rate		70.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2016
Contract Expiration Date	6/30/2021
Contract Award Date	5/2/2016
Service Delivery Deadline	
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	WideOpen Networks, Inc.
SPIN (498ID)	143048625
Contract Number	
Account Number	
Establishing FCC Form 470	160009238

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
DR1: The FRN is denied due to a competitive bidding violation.

<b>Post Commitment Rationale:</b>
In accordance with the FCC decision in the matter of FCC DA 18-991, the appeal for Waiver-Filing Deadline has been reviewed. Your appeal has brought forward persuasive information that the appealed decisions should be partially overturned. However, USAC will be unable to provide funding for your request for the reasons specified below. During the review process you provided a document with questions and answers that contains significant information (map and network locations) for the bidders to be able to respond to the FCC Form 470 and RFP.





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Program procedures require the FCC Form 470, RFP as well as documentation providing any additional or modifying the original information in your FCC Form 470 and/or Request for Proposal be uploaded into the FCC Form 470 in E-rate Productivity Portal for all potential service providers to evaluate. Documentation that contained information needed for potential bidders to respond to your RFP was not uploaded to the E-rate Productivity Portal and thus not made available for all potential vendors to evaluate. Consequently, your appeal of your funding request is denied.